



# Utah Transit Authority

## Board of Trustees

### REGULAR MEETING AGENDA

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, January 12, 2022**

**9:00 AM**

**FrontLines Headquarters**

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**NOTICE OF SPECIAL MEETING CIRCUMSTANCES DUE TO COVID-19 PANDEMIC:**

This will be an all-remote meeting with no anchor location. For remote viewing, public comment, and special accommodations instructions, please see the meeting information following this agenda.

1. **Call to Order and Opening Remarks** Chair Carlton Christensen
  2. **Pledge of Allegiance** Chair Carlton Christensen
  3. **Safety First Minute** Sheldon Shaw
  4. **Public Comment** Chair Carlton Christensen
  5. **Consent** Chair Carlton Christensen
    - a. Approval of December 15, 2021 Board Meeting Minutes
  6. **Oath of Office**
    - a. Oath of Office: Executive Director and Officer of the Board - Jay Fox Cathie Griffiths
  7. **Reports**
    - a. Agency Report Jay Fox
    - b. Financial Report - November 2021 Brad Armstrong  
Daniel Hofer
  8. **Resolutions**
    - a. R2022-01-01 - Resolution Giving Special Tribute, Due Honor, and Recognition to Interim Executive Director Mary DeLoretto Carlton Christensen  
Beth Holbrook  
Jeff Acerson
    - b. R2022-01-02 - Resolution Authorizing Execution of Supplement No. 3 to an Interlocal Cooperation Agreement with West Valley City for the West Valley Bike Lane Project as Part of the TIGER First/Last Mile Program. David Hancock  
Grey Turner
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- c. R2022-01-03 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for Fiscal Years 2021 and 2022  
Kim Shanklin  
Ann Green-Barton
- d. R2022-01-04 - Resolution Authorizing the Petitioning of the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project - Parcels 147, 147:2, 147:E, 147:E2, 147:CE and 147:CE2  
Paul Drake

**9. Contracts, Disbursements and Grants**

- a. Contract: Roof Replacements - Timpanogos Buildings 3 and 4, Midvale Rail Service Center, and Partial Warm Springs Facility (All Weather Waterproofing, Inc.)  
Kevin Anderson
- b. Contract: FrontRunner Forward Environmental Services Pool (Parametrix, Inc.)  
Todd Provost  
Janelle Robertson
- c. Contract: FrontRunner Forward Environmental Services Pool (HDR Engineering, Inc.)  
Todd Provost  
Janelle Robertson
- d. Contract: Professional Design Services for Electric Bus Charging Infrastructure (Spectrum Engineers)  
Todd Provost  
Hal Johnson
- e. Contract: Real Estate Purchase - Parcel 1072 on 750 North, Willard, Utah (Terry M. Deru)  
Paul Drake
- f. Grant Agreement: COVID-19 Local Assistance Matching Grant Program for the 300 North Salt Lake City Pedestrian Bridge (State of Utah Governor's Office of Planning and Budget)  
Todd Provost  
Patti Garver
- g. Pre-Procurements  
Todd Mills
  - Fuel Price Risk Management
  - Customer Relations Management Software



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|--|---------------------------|
| <b>10. Other Business</b>  | Chair Carlton Christensen |
| a. Next Meeting: Wednesday, January 26th, 2022 at 9:00 a.m.              |                           |
| <b>11. Closed Session</b>  | Chair Carlton Christensen |
| a. Strategy Session to Discuss Pending or Reasonably Imminent Litigation |                           |
| <b>12. Open Session</b>  | Chair Carlton Christensen |
| <b>13. Adjourn</b>   | Chair Carlton Christensen |

### Meeting Information:

- In accordance with the Utah Open and Public Meetings Act, (Utah Code § 52-4-207.4), and as determined by the Board Chair, the UTA Board of Trustees meeting will take place electronically.
- Meeting proceedings may be viewed remotely through the Webex meeting platform (see below) or by watching the live-stream found through the links on the UTA Board Meetings page - <https://www.rideuta.com/Board-of-Trustees/Meetings>
- In the event of technical difficulties with the remote live-stream, the meeting will proceed over Webex and in compliance with the Open and Public Meetings Act.
- Public Comment may be given live during the meeting by joining through Webex . See instructions below .
  - o Use this Webex link and follow the instructions to register for the meeting (you will need to provide your name and email address). <https://rideuta.webex.com/rideuta/j.php?RGID=rdae0b5f8179227dde75ba4cc1675edef>
  - o Sign on to the Webex meeting portal through the "join event" link provided in your email following approval of your registration.
  - o Sign on 5 minutes prior to the meeting start time.
  - o Use the "raise hand" function in Webex to indicate you would like to make a comment
  - o Comments are limited to 3 minutes per commenter.
- Public Comment may also be given through alternate means. See instructions below .
  - o Comment online at <https://www.rideuta.com/Board-of-Trustees>
  - o Comment via email at [boardoftrustees@rideuta.com](mailto:boardoftrustees@rideuta.com)
  - o Comment by telephone at 801-743-3882 option 5 (801-RideUTA option 5) – specify that your comment is for the board meeting.
  - o Comments submitted before 2:00 p.m. on Tuesday, January 11th will be distributed to board members prior to the meeting.
- Special Accommodation: Information related to this meeting is available in alternate format upon request by contacting [adacompliance@rideuta.com](mailto:adacompliance@rideuta.com) or (801) 287-3535. Request for accommodations should be made at least two business days in advance of the scheduled meeting.
- UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION  
Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:  
Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.  
This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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Board of Trustees

Date: 2/9/2022

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### UTAH TRANSIT AUTHORITY ELECTRONIC BOARD MEETING DETERMINATION

Consistent with the Utah Open and Public Meetings Act, (UTAH CODE § 52-4-207 [4]), as the Acting Chair of the Board of Trustees ("Board") of the Utah Transit Authority ("UTA"), I hereby make the following written determinations in support of my decision to hold electronic meetings of the UTA Board without a physical anchor location:

Due to the resurgence of COVID -19 cases locally, conducting Board and Board Committee meetings with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location.

This written determination takes effect on January 12, 2022, and is effective until midnight on February 10, 2022 and may be re-issued by future written determinations as deemed appropriate.

Dated this 10<sup>th</sup> day of January 2022.

  
Beth Holbrook, Acting Chair of the Board of Trustees



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Jana Ostler, Board Manager  
**FROM:** Jana Ostler, Board Manager

**TITLE:**

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**Approval of December 15, 2021 Board Meeting Minutes**

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**AGENDA ITEM TYPE:**

Minutes

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**RECOMMENDATION:**

Approve the minutes of the December 15, 2021 Board of Trustees meeting

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**BACKGROUND:**

A meeting of the UTA Board of Trustees was held in-person and broadcast live via the link and instructions on the UTA Board Meetings page on Wednesday December 15, 2021 at 9:00 a.m. Minutes from the meeting document the actions of the Board and summarize the discussion that took place in the meeting. A full audio recording of the meeting is available on the [Utah Public Notice Website](https://www.utah.gov/pmn/sitemap/notice/722282.html) <<https://www.utah.gov/pmn/sitemap/notice/722282.html>> and video feed is available through the [UTA Board Meetings page](https://rideuta.com/Board-of-Trustees/Meetings) <<https://rideuta.com/Board-of-Trustees/Meetings>>.

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**ATTACHMENTS:**

1. 2021-12-15\_BOT\_Minutes\_unapproved



# Utah Transit Authority

## Board of Trustees

### MEETING MINUTES - Draft

669 West 200 South  
Salt Lake City, UT 84101

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**Wednesday, December 15, 2021**

**9:00 AM**

**FrontLines Headquarters**

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**Present:** Trustee Beth Holbrook  
Trustee Jeff Acerson  
Chair Carlton Christensen

Also attending were UTA staff and interested community members.

#### **Call to Order and Opening Remarks**

Chair Christensen welcomed attendees and called the meeting to order at 9:06 a.m.

#### **2. Pledge of Allegiance**

Attendees recited the Pledge of Allegiance.

#### **3. Safety First Minute**

Sheldon Shaw, UTA Director of Safety & Security, provided a brief safety message.

#### **4. Public Comment**

No public comment was given, and no online comment was received for the meeting.

#### **5. Consent**

##### **a. Approval of December 8, 2021 Board Meeting Minutes**

A motion to approve the consent agenda was made by Trustee Holbrook and seconded by Trustee Acerson. The motion carried by a unanimous vote.

#### **6. Reports**

##### **a. Agency Report**

- **Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update**
- **Continuous Improvement Open House**
- **Extension of Free Fare for Vaccinations**

##### **Delegated Authority for On-Call Infrastructure Maintenance Task Orders - Status Update**

Mary DeLoretto, UTA Interim Executive Director, was joined by David Hancock, UTA Acting Chief Service Planning Officer. In accordance with R2021-05-02, Mr. Hancock

reviewed task orders associated with the on-call task ordering infrastructure maintenance and repair contract (UTA 20-03349VW).

Signed task orders include:

- 3200 West Grade Crossing Replacement: \$242,974 final cost (complete)
- Operator Relief Rooms: \$434,300 signed task order (underway)
- North and South Stadium Embedded Curve Replacement: \$1,398,736 final cost (complete)
- Mario Capecchi Embedded Curve Replacement \$627,383 final cost (complete)

Task orders in scope development or postponed until 2022 include:

- Gap Filler on FrontRunner Stations: \$1,000,000 (not-to-exceed)
- Winchester Avenue Grade Crossing Replacement: \$350,000 (not-to-exceed)
- 8120 South Grade Crossing Replacement: \$250,000 (not-to-exceed)

Discussion ensued. Questions on the differential between the signed task order and actual cost on the north and south stadium embedded curve replacement, as well as approach to future construction were posed by the board and answered by staff.

#### **Continuous Improvement Open House**

Ms. DeLoretto was joined by Alisha Garrett, UTA Chief Enterprise Strategy Officer. Ms. Garrett spoke about the continuous improvement meet-and-greet event hosted in early December.

#### **Extension of Free Fare for Vaccinations**

Ms. DeLoretto noted the free fare for vaccination promotion is slated to end on December 31, 2021. She proposed extending the promotion through June 30, 2022.

Ms. DeLoretto also mentioned a vaccination pop-up clinic at Salt Lake Central Station that will be in place through January 21, 2022.

Discussion ensued. A question on the promotional fare utilization was posed by the board and answered by Ms. DeLoretto. The board informally agreed to continue the free fare for vaccinations promotion through June 30, 2022, as requested. Trustee Holbrook recommended the agency publicize the pop-up clinic.

#### **b. Pension Committee Report**

Trustee Jeff Acerson reported on the recent pension committee meeting and said UTA will be adding an in-house position to assist employees preparing for retirement.

Discussion ensued. A question regarding the timing of pre-retirement consultations was posed by the board and answered by Trustee Acerson.

**7. Resolutions****a. R2021-12-08 - Resolution Ratifying the Adoption of the Final 2022 Budget**

Bill Greene, UTA Chief Financial Officer, summarized the resolution, which ratifies adoption of the final 2022 budget. He detailed updates to the final budget and highlighted a few numbers that varied slightly from those discussed in the December 8, 2021 board meeting. He noted the updated information was included in the handouts for today's meeting.

The board expressed appreciation to staff for their work on the budget and also to stakeholders who commented and asked questions.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution, including the revised exhibits, be approved. The motion carried by the following vote:

Aye: Trustee Holbrook, Trustee Acerson, and Chair Christensen

**b. R2021-12-09 - Resolution Adopting the Fare Rates and Types of Fare Media of the Agency**

Monica Morton, UTA Fares Director, was joined by Kensey Kunkel, UTA Manager - Business Development & Sales. Ms. Kunkel outlined the resolution, which makes the low-income fare program providing a 50% discount to qualifying individuals a permanent part of UTA's fare portfolio and eliminates the sale of the UTA Horizon pass.

Discussion ensued. A question on whether options are available to complete paper applications for the low-income program was posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this resolution be approved. The motion carried by the following vote:

Aye: Trustee Holbrook, Trustee Acerson, and Chair Christensen

**c. R2021-12-10 - Resolution Approving and Authorizing the Execution of the Authority's Amended Transit Agency Safety Plan (TASP)**

Mr. Shaw reviewed the resolution, which approves the amended TASP. Major changes to the document include:

- Removing all references to globally harmonized systems and ISO
- Adding a roadway worker protection program manager
- Including a description of the FrontRunner Commuter Rail System Safety Plan
- Adding information for the new Utah Department of Transportation state safety oversight officer
- Updating titles throughout the document

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this resolution be approved. The motion carried by the following vote:

Aye: Trustee Holbrook, Trustee Acerson, and Chair Christensen

**8. Contracts, Disbursements, and Grants**

**a. Contract: Vanpool Replacement Vehicles (Young Chevrolet Layton)**

Kyle Stockley, UTA Rail Infrastructure Project Manager, requested the board approve a contract in the amount of \$1,150,310 with Young Chevrolet Layton for the purchase of 35 vanpool vehicles.

Discussion ensued. A question on vehicle pricing was posed by the board and answered by Mr. Stockley.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**b. Contract: HVAC Overhaul on SD100 and SD160 Light Rail Vehicles (Merak North America LLC)**

Mr. Stockley asked the board to approve a contract in the amount of \$1,598,000 with Merak North America LLC to overhaul two HVAC units on each of the forty SD100 and SD160 light rail vehicles.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this contract be approved. The motion carried by a unanimous vote.

**c. Contract: Final Design for Midvalley Connector (Jacobs Engineering)**

Todd Provost, UTA Director of Capital Development, was joined by Hal Johnson, UTA Manager - Project Research & Development. Mr. Provost outlined the development of the Midvalley Connector project to date and requested the board approve a contract in the amount of \$1,759,534 with Jacobs Engineering for final design.

Discussion ensued. A question on the consultant's work quality was posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this contract be approved. The motion carried by a unanimous vote.

**d. Change Order: Flex Route Deviation Transportation Services and On-Demand Accessible Shared Ride Modification No. 5 (Tooele County Health and Aging Services)**

Cherryl Beveridge, UTA Acting Chief Operating Officer, was joined by Ryan Taylor, UTA Special Services General Manager. Ms. Beveridge asked the board to approve a change order in the amount of \$756,849 to the contract with Tooele County Health and Aging Services for a one-year extension for route deviation and on-demand service. The total contract value, including the change order, is \$4,058,568.

Discussion ensued. Questions on the use of new vans procured through grant funds and plans for contract renewal were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

**e. Change Order: Mobile Transit App Bundled Features Upgrade (Transit)**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Jaron Robertson, UTA Director of Innovative Mobility Solutions. Ms. Bourdeaux requested the board approve a change order in the amount of \$208,065 to the contract with Transit for additional app features, including integration with Via for UTA On Demand service. The base contract is a no-cost agreement between UTA and Transit with a term from May 1, 2019 through May 1, 2024, including options. The change order supersedes the base agreement and has a term from December 15, 2021 through February 1, 2023 with two one-year options.

Discussion ensued. Questions on the ability to pay for services within the Transit app and planned promotional efforts were posed by the board and answered by staff.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that this change order be approved. The motion carried by a unanimous vote.

**f. Change Order: Microtransit Master Service Agreement Service Order No. 2: Southern Salt Lake County Renewal (River North Transit LLC. - Via)**

Mr. Robertson asked the board to approve a change order in the amount of \$12,601,142 to the contract with River North Transit LLC. - Via for renewal of service in southern Salt Lake County. The change order has a three-year term. The total contract value, including the change order, is \$14,341,142.

Discussion ensued. Questions on service costs and vehicle lifespan were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this change order be approved. The motion carried by a unanimous vote.

**9. Discussion Items**

**a. UTA Ordinance Update**

Nichol Bourdeaux, UTA Chief Planning & Engagement Officer, was joined by Ms. Morton and Tim Merrill, Assistant Attorney General. Mr. Merrill reviewed work done to update the existing 2016 UTA Ordinance. Ms. Morton then went on to review the goals of the fare payment ordinance, which include:

- Increasing compliance
- Aligning with new technologies and current practices
- Reviewing internal processes and procedures



Ms. Bourdeaux noted there would be a public process prior to adoption of the new ordinances.

Discussion ensued. Questions on the ordinance structure, potential nonsense clauses, proof of fare on platforms, and enforcement of criminal offenses were posed by the board and answered by staff. Chair Christensen recommended sending the ordinances to local municipalities and partner agencies (e.g., police departments) for feedback prior to adoption.

**b. UTA Policy - UTA.05.02 Paid Time Off - Administrative Employees**

Kim Shanklin, UTA Chief People Officer, outlined updates to the policy, which include:

- adding language regarding retiree sick pay conversion
- clarifying when employees can save 40 hours of vacation time when out on family medical leave
- recognizing Martin Luther King, Jr. Day as a paid holiday beginning in 2022

Ms. Shanklin indicated most comparable organizations recognize Martin Luther King, Jr. Day as a regular paid holiday and recommended UTA do so as well.

Discussion ensued. Questions on the sick pay conversion were posed by the board and answered by staff.

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, that this policy be approved. The motion carried by a unanimous vote. This action occurred after the board reconvened following the closed session.

**10. Other Business**

- a. Next Meeting: Wednesday, January 12th, 2022 at 9:00 a.m.

**11. Closed Session**

**a. Strategy Session to Discuss Collective Bargaining**

Chair Christensen indicated there were matters to be discussed in closed session relative to collective bargaining.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, for a closed session. The motion carried by a unanimous vote.

Chair Christensen called for a break at 10:26 a.m.

The meeting reconvened in closed session at 10:35 a.m.

**12. Open Session**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to return to open session. The motion carried by a unanimous vote and the board returned to open session at 10:50 a.m.

**a. Action Regarding Collective Bargaining**

Ms. Shanklin indicated that there are currently two memoranda of understanding (MOUs) with the Amalgamated Transit Union Local 382. The first MOU adds Martin Luther King, Jr. Day as a paid holiday for bargaining unit employees in 2022 with an estimated cost of \$300,000-\$400,000. The second MOU implements a double time overtime premium to cover service needs for the period of November 1, 2021 through February 20, 2022 and is effective through March 31, 2022.

A motion was made by Trustee Holbrook, and seconded by Trustee Acerson, that the MOUs with the Amalgamated Transit Union Local 382 adding Martin Luther King, Jr. Day as a paid holiday for 2022 and implementing change day incentives between November 1, 2021 through February 20, 2022 effective through March 31, 2022 be approved. The motion carried by a unanimous vote.

**13. Adjourn**

A motion was made by Trustee Acerson, and seconded by Trustee Holbrook, to adjourn the meeting. The motion carried by a unanimous vote and the meeting was adjourned at 10:56 a.m.

Transcribed by Cathie Griffiths  
Executive Assistant to the Board Chair  
Utah Transit Authority

This document is not intended to serve as a full transcript as additional discussion may have taken place; please refer to the meeting materials, audio, or video located at <https://www.utah.gov/pmn/sitemap/publicbody/940.html> for the entire content.

This document along with the digital recording constitute the official minutes of this meeting.

Approved Date:

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Carlton J. Christensen  
Chair, Board of Trustees



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**FROM:** Carlton Christensen, Chair of the Board of Trustees  
**PRESENTER(S):** Cathie Griffiths, Executive Assistant to Board Chair

**TITLE:**

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**Oath of Office: Executive Director and Officer of the Board - Jay Fox**

**AGENDA ITEM TYPE:**

Oath of Office

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**RECOMMENDATION:**

Oath of office administered by notary public, Cathie Griffiths

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**DISCUSSION:**

As per R2021-11-03 Establishing the Terms and Conditions of Employment for Executive Director, Jay Fox and considering that the Executive Director serves as an officer of the board, Cathie Griffiths will administer the oath of office to Mr. Fox.

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**ATTACHMENTS:**

None



U T A

# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

---

**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Jay Fox, Executive Director

**TITLE:**

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**Agency Report**

**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**DISCUSSION:**

Jay Fox, Executive Director, will report on recent activities of the agency and other items of interest.

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# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** William Greene, Chief Financial Officer  
**PRESENTER(S):** Brad Armstrong, Senior Manager Budget and Financial Analysis  
Dan Hofer, Manager of Capital Assets and Project Controls

**TITLE:**

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**Financial Report - November 2021**

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**AGENDA ITEM TYPE:**

Report

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

The Board of Trustees Policy No. 2.1, Financial Management, directs the Chief Financial Officer to present monthly financial statements stating the Authority's financial position, revenues, and expense to the Board of Trustees as soon as practical with monthly and year-to-date budget versus actual report to be included in the monthly financial report.

The November 2021 Monthly Financial Statements have been prepared in accordance with the Financial Management Policy and are being presented to the Board. Also provided, is the monthly Board Dashboard which summarizes key information from the November 2021 Monthly Financial Statements.

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**DISCUSSION:**

At the January 12, 2022 meeting, the Senior Manager of Budget and Financial Analysis will review the Board Dashboard key items, passenger revenues, sales tax collections and operating expense variances and receive questions from the Board of Trustees. The Manager of Capital Assets and Project Controls will review the financial status of capital projects and receive questions from the Board of Trustees

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**ALTERNATIVES:**

Not applicable

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**FISCAL IMPACT:**

Not applicable

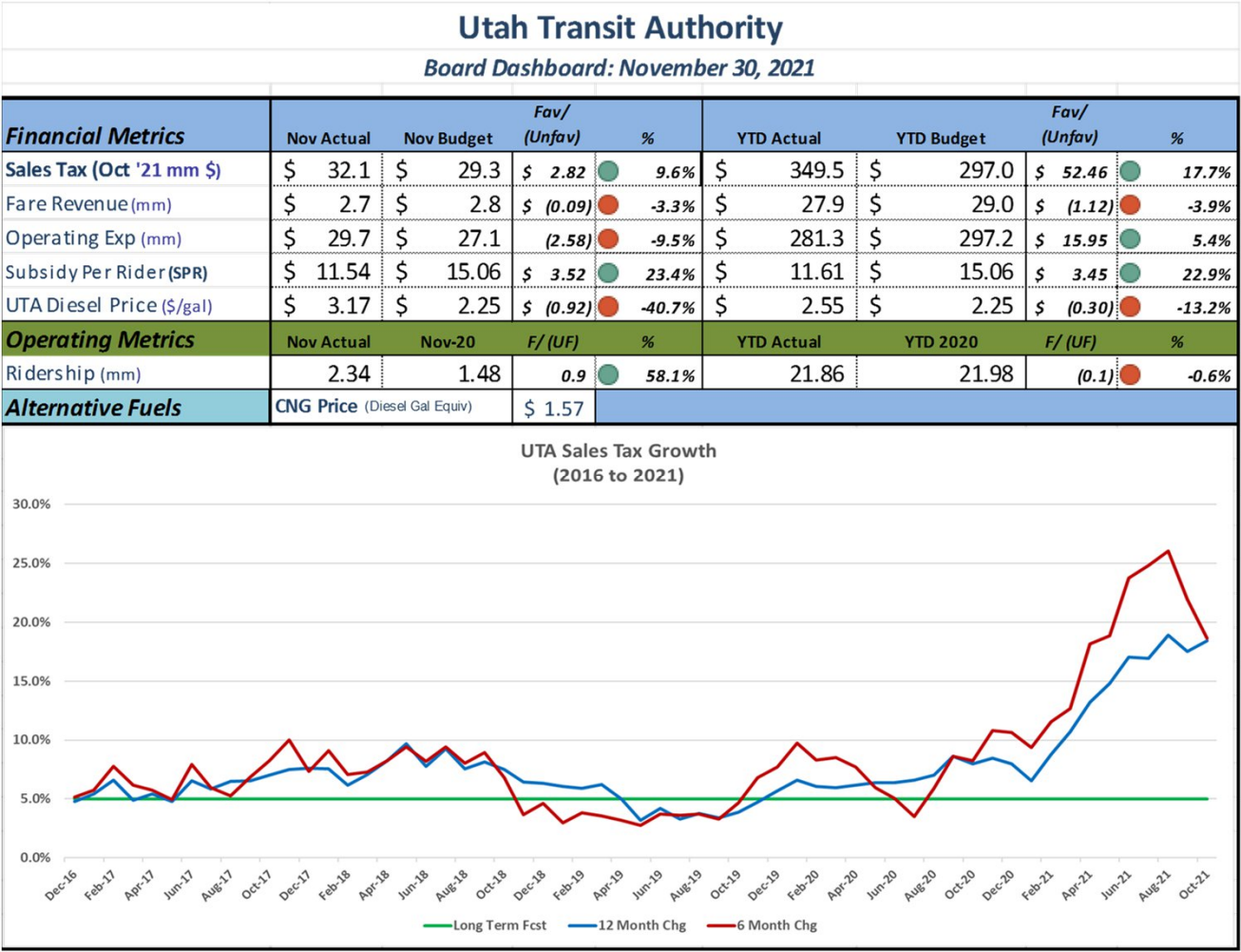
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**ATTACHMENTS:**

- November 2021 Board Dashboard
- November 2021 Monthly Financial Statements

# UTA Board Dashboard November 2021

UTAH TRANSIT AUTHORITY

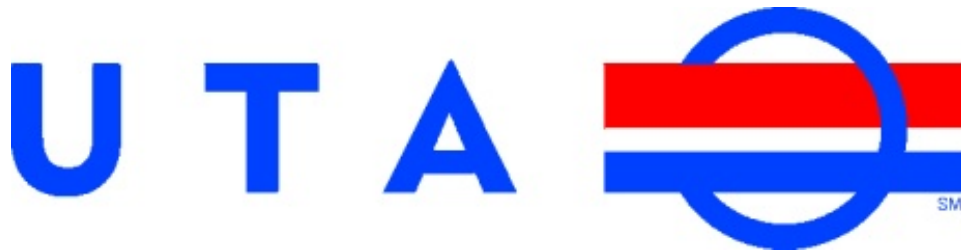


# **Utah Transit Authority**

## **Financial Statement**

(Unaudited)

November 30, 2021





KEY ITEM REPORT  
(UNAUDITED)  
As of November 30, 2021

EXHIBIT 1-1

	2021 YTD ACTUAL	2021 YTD BUDGET	VARIANCE FAVORABLE (UNFAVORABLE)	% FAVORABLE (UNFAVORABLE)
1 Operating Revenue	\$ (29,464,817)	\$ (30,190,000)	\$ (725,183)	-2%
2 Operating Expenses	281,292,177	297,239,843	15,947,666	5%
3 Net Operating Income (Loss)	(251,827,360)	(267,049,843)	15,222,483	6%
4 Capital Revenue	(92,710,831)	(222,601,641)	(129,890,810)	-58%
5 Capital Expenses	127,791,999	293,945,764	166,153,765	57%
6 Net Capital Income (Loss)	(35,081,167)	(71,344,123)	36,262,956	51%
7 Sales Tax	(376,938,550)	(327,298,791)	49,639,759	15%
8 Other Revenue	(242,017,997)	(171,395,583)	70,622,414	41%
9 Debt Service	83,273,688	81,644,479	(1,629,209)	-2%
10 Sale of Assets	(5,264,120)	-	5,264,120	
11 Net Non-Operating Income (Loss)	540,946,979	417,049,895	123,897,084	30%
12 Contribution to Cash Balance	<u>\$ 254,038,452</u>	<u>\$ 78,655,930</u>	<u>\$ 175,382,522</u>	<u>223%</u>
13 Amortization	(174,235)			
14 Depreciation	132,151,183			
15 Total Non-cash Items	<u>\$ 131,976,948</u>			

STATISTICS

RIDERSHIP

2021 Actual	November 2021	November 2020	Difference	2021 YTD	2020 YTD	Difference
16 23,530,441	2,339,116	1,497,422	841,694	21,828,177	21,994,898	(166,720)

OPERATING SUBSIDY PER RIDER -

	SPR
17 Net Operating Expense	\$ 281,292,177
18 Less: Passenger Revenue	- (27,856,288)
19 Subtotal	253,435,889
20 Divided by: Ridership	÷ 21,828,177
21 Subsidy per Rider	<u>\$ 11.61</u>

SUMMARY FINANCIAL DATA  
(UNAUDITED)  
As of November 30, 2021

EXHIBIT 1-2

BALANCE SHEET

	11/30/2021	11/30/2020
<b>CURRENT ASSETS</b>		
1 Cash	\$ 16,267,937	\$ 10,852,502
2 Investments (Unrestricted)	299,592,151	166,545,541
3 Investments (Restricted)	140,422,285	187,363,728
4 Receivables	72,658,480	68,032,090
5 Receivables - Federal Grants	109,084,013	36,595,881
6 Inventories	35,054,758	36,595,130
7 Prepaid Expenses	2,063,784	5,982,673
8 <b>TOTAL CURRENT ASSETS</b>	<b>\$ 675,143,408</b>	<b>\$ 511,967,545</b>
9 Property, Plant & Equipment (Net)	2,913,608,281	2,874,575,043
10 Other Assets	145,914,557	154,354,874
11 <b>TOTAL ASSETS</b>	<b>\$ 3,734,666,246</b>	<b>\$ 3,540,897,462</b>
12 Current Liabilities	115,051,849	\$ 112,053,292
14 Net Pension Liability	96,783,597	103,864,839
15 Outstanding Debt	2,389,031,696	2,443,844,853
16 Net Investment in Capital Assets	710,860,185	
17 Restricted Net Position	66,954,032	
18 Unrestricted Net Position	355,984,887	881,134,478
19 <b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>\$ 3,734,666,246</b>	<b>\$ 3,540,897,462</b>

RESTRICTED AND DESIGNATED CASH AND CASH EQUIVALENTS RECONCILIATION

<b>RESTRICTED RESERVES</b>		
20 Debt Service Reserves	\$ 3,242	\$ 9,664
21 2010/2015 Bond DSR Proceeds	338	15,907,794
22 2018 Bond Proceeds	9,167,195	20,311,478
23 2019 Bond Proceeds	60,211,654	69,578,803
24 Debt Service Interest Payable	55,426,710	55,901,375
25 Risk Contingency Fund	8,048,886	8,014,392
26 Catastrophic Risk Reserve Fund	1,100,912	
27 Box Elder County ROW (sales tax)	2,022,213	7,123,503
28 Joint Insurance Trust	-	7,563,048
29 Davis County Escrow	299,645	1,150,710
30 SL County Escrow	8	208,043
31 Amounts held in escrow	4,144,481	1,594,918
32 <b>TOTAL RESTRICTED RESERVES</b>	<b>\$ 140,425,284</b>	<b>\$ 187,363,728</b>
<b>DESIGNATED GENERAL AND CAPITAL RESERVES</b>		
33 General Reserves	\$ 58,778,000	\$ 57,600,000
34 Service Sustainability Reserves	9,796,000	9,600,000
35 Capital Reserve	44,338,000	41,250,000
36 Debt Reduction Reserve	30,000,000	30,000,000
37 <b>TOTAL DESIGNATED GENERAL AND CAPITAL RESERVES</b>	<b>\$ 142,912,000</b>	<b>\$ 138,450,000</b>
38 <b>TOTAL RESTRICTED AND DESIGNATED CASH AND EQUIVALENTS</b>	<b>\$ 283,337,284</b>	<b>\$ 325,813,728</b>

## SUMMARY FINANCIAL DATA

EXHIBIT 1-3

(UNAUDITED)

As of November 30, 2021

## REVENUE &amp; EXPENSES

	ACTUAL Nov-21	ACTUAL Nov-20	YTD 2021	YTD 2020
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ 2,699,690	\$ 2,391,845	\$ 27,856,288	\$ 30,981,366
2 Advertising Revenue	180,000	90,000	1,608,529	2,145,000
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ 2,879,690</b>	<b>\$ 2,481,845</b>	<b>\$ 29,464,817</b>	<b>\$ 33,126,366</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,138,315	\$ 8,118,142	\$ 99,542,836	\$ 93,040,457
5 Commuter Rail	2,101,846	1,789,282	20,918,616	19,462,663
6 Light Rail	4,218,024	2,590,287	35,684,641	31,593,015
7 Maintenance of Way	1,493,895	1,253,226	17,268,413	16,175,701
8 Paratransit Service	1,896,963	2,181,021	21,750,648	20,392,898
9 RideShare/Van Pool Services	358,972	301,839	3,326,346	2,959,336
10 Microtransit	434,238		2,183,490	
11 Operations Support	4,695,507	3,644,505	44,845,966	42,990,780
12 Administration	3,633,717	2,492,099	29,372,373	29,065,469
13 Planning/Capital Development/Real Estate	718,870	339,469	6,398,848	4,470,756
14 Non-Departmental	-		-	-
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 29,690,347</b>	<b>\$ 22,709,870</b>	<b>\$ 281,292,177</b>	<b>\$ 260,151,075</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (26,810,657)</b>	<b>\$ (20,228,025)</b>	<b>\$ (251,827,360)</b>	<b>\$ (227,024,709)</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	(149,916)	(155,432)	(1,256,999)	(3,212,569)
18 Sales Tax Revenue <sup>1</sup>	(33,991,289)	(28,097,814)	(376,938,550)	(317,377,891)
19 Other Revenue	(707,864)	(664,909)	(8,468,276)	(9,576,146)
20 Fed Operations/Preventative Maint. Revenue	(16,005,142)	(14,826,815)	(232,292,722)	(144,230,143)
21 Bond Interest	7,214,518	7,310,521	80,378,289	85,442,588
22 Bond Interest UTCT	152,441	166,223	1,773,980	1,825,881
23 Bond Cost of Issuance/Fees	1,695,033	470,901	1,790,958	1,589,251
24 Lease Interest	94,693	661,675	1,104,441	8,002,024
25 Sale of Assets	(5,885,140)	(90,013)	(5,264,120)	(1,557,940)
26 <b>TOTAL NON-OPERATING EXPENSE</b>	<b>\$ (47,582,666)</b>	<b>\$ (35,225,663)</b>	<b>\$ (539,172,999)</b>	<b>\$ (379,094,945)</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 20,772,009</b>	<b>\$ 14,997,638</b>	<b>\$ 287,345,639</b>	<b>\$ 152,070,236</b>
<b>OTHER EXPENSES (NON-CASH)</b>				
27 Bond Premium/Discount Amortization	(378,378)	(673,189)	(4,148,212)	(5,827,077)
28 Bond Refunding Cost Amortization	293,694	295,126	3,230,639	3,674,253
29 Future Revenue Cost Amortization	67,576	67,576	743,338	743,338
30 Depreciation	12,383,830	10,989,040	132,151,183	135,051,986
31 <b>NET OTHER EXPENSES (NON-CASH)</b>	<b>\$ 12,366,722</b>	<b>\$ 10,678,553</b>	<b>\$ 131,976,948</b>	<b>\$ 133,642,500</b>

<sup>1</sup> Current Year Sales Taxes YTD Include Actuals Plus Two Prior Month Accruals

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-4

As of November 30, 2021

**CURRENT MONTH**

	ACTUAL	BUDGET	VARIANCE	%
	Nov-21	Nov-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (2,699,690)	\$ (2,791,000)	\$ (91,310)	-3%
2 Advertising Revenue	(180,000)	(113,000)	67,000	59%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (2,879,690)</b>	<b>\$ (2,904,000)</b>	<b>\$ (24,310)</b>	<b>1%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 10,138,315	\$ 8,835,418	\$ (1,302,897)	-15%
5 Commuter Rail	2,101,846	1,960,622	(141,224)	-7%
6 Light Rail	4,218,024	3,418,014	(800,010)	-23%
7 Maintenance of Way	1,493,895	1,630,102	136,207	8%
8 Paratransit Service	1,896,963	2,007,669	110,706	6%
9 RideShare/Van Pool Services	358,972	303,713	(55,259)	-18%
10 Microtransit	434,238	270,527	(163,711)	
11 Operations Support	4,695,507	4,411,885	(283,622)	-6%
12 Administration	3,633,717	3,819,236	185,519	5%
13 Planning/Capital Development/Real Estate	718,870	451,864	(267,006)	-59%
14 Non-Departmental	-	-	-	
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 29,690,347</b>	<b>\$ 27,109,050</b>	<b>\$ (2,581,297)</b>	<b>-10%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (26,810,657)</b>	<b>\$ (24,205,050)</b>	<b>\$ (2,605,607)</b>	<b>11%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (149,916)	\$ (400,583)	\$ (250,667)	-63%
18 Sales Tax Revenue	(33,991,289)	(30,261,689)	3,729,600	12%
19 Other Revenue	(707,864)	(888,583)	(180,719)	-20%
20 Fed Operations/Preventative Maint. Revenue	(16,005,142)	(14,292,250)	1,712,892	12%
21 Bond Interest	7,214,518	7,000,203	(214,315)	-3%
22 Bond Interest UTCT	152,441	163,966	11,525	7%
23 Bond Cost of Issuance/Fees	1,695,033	7,500	(1,687,533)	-22500%
24 Lease Interest	94,693	112,778	18,085	16%
25 Sale of Assets	(5,885,140)	-	5,885,140	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (47,582,666)</b>	<b>\$ (38,558,658)</b>	<b>\$ 9,024,008</b>	<b>23%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 20,772,009</b>	<b>\$ 14,353,608</b>		

**BUDGET TO ACTUAL REPORT BY CHIEF  
(UNAUDITED)**

EXHIBIT 1-4A

As of November 30, 2021

**CURRENT MONTH**

			<b>VARIANCE</b>	<b>%</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>FAVORABLE</b>	<b>FAVORABLE</b>
	<b>Nov-21</b>	<b>Nov-21</b>	<b>(UNFAVORABLE)</b>	<b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 217,398	\$ 218,587	\$ 1,189	1%
2 Executive Director	1,207,717	657,569	(550,148)	-84%
3 Chief Planning and Engagement Officer	955,899	842,865	(113,034)	-13%
4 Chief Finance Officer	921,404	1,045,284	123,880	12%
5 Chief Operating Officer	22,987,565	21,406,371	(1,581,194)	-7%
6 Chief People Officer	892,497	670,968	(221,529)	-33%
7 Chief Development Officer	643,805	603,734	(40,071)	-7%
8 Chief Enterprise Strategy Officer	1,864,062	1,663,672	(200,390)	-12%
9 Non-Departmental	-	-	-	
10 TOTAL OPERATING EXPENSE	<u>\$ 29,690,347</u>	<u>\$ 27,109,050</u>	<u>\$ (2,581,297)</u>	-10%

**YEAR TO DATE**

			<b>VARIANCE</b>	<b>%</b>
	<b>ACTUAL</b>	<b>BUDGET</b>	<b>FAVORABLE</b>	<b>FAVORABLE</b>
	<b>Nov-21</b>	<b>Nov-21</b>	<b>(UNFAVORABLE)</b>	<b>(UNFAVORABLE)</b>
<b>OPERATING EXPENSE</b>				
1 Board of Trustees	\$ 2,268,064	\$ 2,499,598	\$ 231,534	9%
2 Executive Director	7,476,820	7,233,269	(243,551)	-3%
3 Chief Planning and Engagement Officer	7,782,093	9,884,529	2,102,436	21%
4 Chief Finance Officer	10,641,505	12,234,647	1,593,142	13%
5 Chief Operating Officer	225,212,929	233,635,136	8,422,207	4%
6 Chief People Officer	6,899,540	7,356,281	456,741	6%
7 Chief Development Officer	5,061,739	5,706,520	644,781	11%
8 Chief Enterprise Strategy Officer	15,949,487	18,143,030	2,193,543	12%
9 Non-Departmental	-	546,833	546,833	100%
10 TOTAL OPERATING EXPENSE	<u>\$281,292,177</u>	<u>\$ 297,239,843</u>	<u>\$ 15,947,666</u>	5%

**BUDGET TO ACTUAL REPORT  
(UNAUDITED)**

EXHIBIT 1-5

As of November 30, 2021

**YEAR TO DATE**

	ACTUAL	BUDGET	VARIANCE	%
	Nov-21	Nov-21	FAVORABLE (UNFAVORABLE)	FAVORABLE (UNFAVORABLE)
<b>OPERATING REVENUE</b>				
1 Passenger Revenue	\$ (27,856,288)	\$ (28,977,000)	\$ (1,120,712)	-4%
2 Advertising Revenue	(1,608,529)	(1,213,000)	395,529	33%
3 <b>TOTAL OPERATING REVENUE</b>	<b>\$ (29,464,817)</b>	<b>\$ (30,190,000)</b>	<b>\$ (725,183)</b>	<b>-2%</b>
<b>OPERATING EXPENSE</b>				
4 Bus Service	\$ 99,542,836	\$ 99,057,193	\$ (485,643)	0%
5 Commuter Rail	20,918,616	22,031,792	1,113,176	5%
6 Light Rail	35,684,641	37,329,817	1,645,176	4%
7 Maintenance of Way	17,268,413	17,999,109	730,696	4%
8 Paratransit Service	21,750,648	22,003,244	252,596	1%
9 RideShare/Van Pool Services	3,326,346	3,340,851	14,505	0%
10 Microtransit	2,183,490	2,896,273	712,783	25%
11 Operations Support	44,845,966	48,672,733	3,826,767	8%
12 Administration	29,372,373	37,714,059	8,341,686	22%
13 Planning/Capital Development/Real Estate	6,398,848	5,647,939	(750,909)	-13%
14 Non-Departmental	-	546,833	546,833	100%
15 <b>TOTAL OPERATING EXPENSE</b>	<b>\$ 281,292,177</b>	<b>\$ 297,239,843</b>	<b>\$ 15,947,666</b>	<b>5%</b>
16 <b>NET OPERATING INCOME (LOSS)</b>	<b>\$ (251,827,360)</b>	<b>\$ (267,049,843)</b>	<b>\$ 15,222,483</b>	<b>6%</b>
<b>NON-OPERATING EXPENSE (REVENUE)</b>				
17 Investment Revenue	\$ (1,256,999)	\$ (4,406,417)	\$ 3,149,418	-71%
18 Sales Tax Revenue	(376,938,550)	(327,298,791)	(49,639,759)	15%
19 Other Revenue	(8,468,276)	(9,774,417)	1,306,141	-13%
20 Fed Operations/Preventative Maint. Revenue	(232,292,722)	(157,214,750)	(75,077,972)	48%
21 Bond Interest	80,378,289	78,589,797	(1,788,492)	-2%
22 Bond Interest UTCT	1,773,980	1,803,626	29,646	2%
23 Bond Cost of Issuance/Fees	1,790,958	64,550	(1,726,408)	-2675%
24 Lease Interest	1,104,441	1,186,507	82,066	7%
25 Sale of Assets	(5,264,120)	-	5,264,120	
26 <b>TOTAL NON-OPERATING EXPENSE (REVENUE)</b>	<b>\$ (539,172,999)</b>	<b>\$ (417,049,895)</b>	<b>\$ 122,123,104</b>	<b>29%</b>
27 <b>CONTRIBUTION TO RESERVES</b>	<b>\$ 287,345,639</b>	<b>\$ 150,000,052</b>		

	2021 ACTUAL	ANNUAL BUDGET	PERCENT
<b>EXPENSES</b>			
1 REVENUE AND NON-REVENUE VEHICLES	\$ 8,029,253	\$ 47,286,015	17.0%
2 INFORMATION TECHNOLOGY	3,845,969	21,058,786	18.3%
3 FACILITIES, MAINTENANCE & ADMIN. EQUIP.	1,901,151	5,419,280	35.1%
4 CAPITAL PROJECTS	27,339,730	100,404,126	27.2%
5 AIRPORT STATION RELOCATION	8,116,474	9,453,807	85.9%
6 STATE OF GOOD REPAIR	22,321,965	37,374,436	59.7%
7 DEPOT DISTRICT	22,320,675	32,400,124	68.9%
8 OGDEN/WEBER STATE BRT	27,072,350	52,580,513	51.5%
9 TIGER	6,844,431	14,691,019	46.6%
10 TOTAL	<u>\$ 127,791,999</u>	<u>\$ 320,668,106</u>	39.9%
<b>REVENUES</b>			
11 GRANT	\$ 45,290,562	\$ 85,192,380	53.2%
12 STATE CONTRIBUTION	2,913,700	13,914,417	20.9%
13 LEASES (PAID TO DATE)	10,040,437	51,875,592	19.4%
14 BONDS	20,914,490	61,439,830	34.0%
15 LOCAL PARTNERS	13,551,642	30,415,935	44.6%
16 UTA FUNDING	35,081,167	77,829,952	45.1%
17 TOTAL	<u>\$ 127,791,999</u>	<u>\$ 320,668,106</u>	39.9%

**FAREBOX RECOVERY & SPR  
(UNAUDITED)**

EXHIBIT 1-7

As of November 30, 2021

**BY SERVICE**

	CURRENT MONTH		YEAR TO DATE	
	Nov-21	Nov-20	2021	2020
<b>UTA</b>				
Fully Allocated Costs	29,690,346	22,709,870	281,292,177	260,151,075
Passenger Farebox Revenue	2,699,690	2,391,845	27,856,287	30,981,366
Passengers	2,339,116	1,497,422	21,828,177	21,994,898
Farebox Recovery Ratio	9.1%	10.5%	9.9%	11.9%
Actual Subsidy per Rider	\$11.54	\$13.57	\$11.61	\$10.42
<b>BUS SERVICE</b>				
Fully Allocated Costs	14,946,053	11,229,120	140,576,208	131,009,468
Passenger Farebox Revenue	1,251,112	1,095,620	13,299,725	14,061,975
Passengers	1,150,252	811,695	11,304,979	11,318,663
Farebox Recovery Ratio	8.4%	9.8%	9.5%	10.7%
Actual Subsidy per Rider	\$11.91	\$12.48	\$11.26	\$10.33
<b>LIGHT RAIL SERVICE</b>				
Fully Allocated Costs	8,539,529	5,630,342	78,217,612	68,502,324
Passenger Farebox Revenue	601,461	544,298	6,140,746	7,926,794
Passengers	874,995	511,359	7,610,811	7,710,718
Farebox Recovery Ratio	7.0%	9.7%	7.9%	11.6%
Actual Subsidy per Rider	\$9.07	\$9.95	\$9.47	\$7.86
<b>COMMUTER RAIL SERVICE</b>				
Fully Allocated Costs	3,415,893	2,983,904	32,659,561	32,859,658
Passenger Farebox Revenue	368,908	314,473	3,695,093	5,038,035
Passengers	215,624	104,882	1,872,281	1,917,186
Farebox Recovery Ratio	10.8%	10.5%	11.3%	15.3%
Actual Subsidy per Rider	\$14.13	\$25.45	\$15.47	\$14.51
<b>PARATRANSIT</b>				
Fully Allocated Costs	2,164,595	2,341,879	23,954,723	22,512,026
Passenger Farebox Revenue	293,739	180,977	2,024,171	853,352
Passengers	58,175	28,112	509,295	385,570
Farebox Recovery Ratio	13.6%	7.7%	8.4%	3.8%
Actual Subsidy per Rider	\$32.16	\$76.87	\$43.06	\$56.17
<b>RIDESHARE</b>				
Fully Allocated Costs	624,276	524,625	5,884,073	5,267,600
Passenger Farebox Revenue	184,471	256,477	2,696,552	3,101,210
Passengers	40,070	41,374	530,811	662,761
Farebox Recovery Ratio	29.5%	48.9%	45.8%	58.9%
Actual Subsidy per Rider	\$10.98	\$6.48	\$6.01	\$3.27



BY TYPE

	CURRENT MONTH		YEAR TO DATE	
	Nov-21	Nov-20	2021	2020
<b>FULLY ALLOCATED COSTS</b>				
Bus Service	\$14,946,053	\$11,229,120	\$140,576,208	\$131,009,468
Light Rail Service	\$8,539,529	\$5,630,342	\$78,217,612	\$68,502,324
Commuter Rail Service	\$3,415,893	\$2,983,904	\$32,659,561	\$32,859,658
Paratransit	\$2,164,595	\$2,341,879	\$23,954,723	\$22,512,026
Rideshare	\$624,276	\$524,625	\$5,884,073	\$5,267,600
<b>UTA</b>	<b>\$29,690,346</b>	<b>\$22,709,870</b>	<b>\$281,292,177</b>	<b>\$260,151,075</b>
<b>PASSENGER FAREBOX REVENUE</b>				
Bus Service	\$1,251,112	\$1,095,620	\$13,299,725	\$14,061,975
Light Rail Service	\$601,461	\$544,298	\$6,140,746	\$7,926,794
Commuter Rail Service	\$368,908	\$314,473	\$3,695,093	\$5,038,035
Paratransit	\$293,739	\$180,977	\$2,024,171	\$853,352
Rideshare	\$184,471	\$256,477	\$2,696,552	\$3,101,210
<b>UTA</b>	<b>\$2,699,690</b>	<b>\$2,391,845</b>	<b>\$27,856,287</b>	<b>\$30,981,366</b>
<b>PASSENGERS</b>				
Bus Service	1,150,252	811,695	11,304,979	11,318,663
Light Rail Service	874,995	511,359	7,610,811	7,710,718
Commuter Rail Service	215,624	104,882	1,872,281	1,917,186
Paratransit	58,175	28,112	509,295	385,570
Rideshare	40,070	41,374	530,811	662,761
<b>UTA</b>	<b>2,339,116</b>	<b>1,497,422</b>	<b>21,828,177</b>	<b>21,994,898</b>
<b>FAREBOX RECOVERY RATIO</b>				
Bus Service	8.4%	9.8%	9.5%	10.7%
Light Rail Service	7.0%	9.7%	7.9%	11.6%
Commuter Rail Service	10.8%	10.5%	11.3%	15.3%
Paratransit	13.6%	7.7%	8.4%	3.8%
Rideshare	29.5%	48.9%	45.8%	58.9%
<b>UTA</b>	<b>9.1%</b>	<b>10.5%</b>	<b>9.9%</b>	<b>11.9%</b>
<b>ACTUAL SUBSIDY PER RIDER</b>				
Bus Service	\$11.91	\$12.48	\$11.26	\$10.33
Light Rail Service	\$9.07	\$9.95	\$9.47	\$7.86
Commuter Rail Service	\$14.13	\$25.45	\$15.47	\$14.51
Paratransit	\$32.16	\$76.87	\$43.06	\$56.17
Rideshare	\$10.98	\$6.48	\$6.01	\$3.27
<b>UTA</b>	<b>\$11.54</b>	<b>\$13.57</b>	<b>\$11.61</b>	<b>\$10.42</b>

**SUMMARY OF ACCOUNTS RECEIVABLE  
(UNAUDITED)**

EXHIBIT 1-9

As of November 30, 2021

<u>Classification</u>	<u>Total</u>	<u>Current</u>	<u>31-60 Days</u>	<u>61-90 Days</u>	<u>90-120 Days</u>	<u>Over 120 Days</u>
1 Federal Grants Government <sup>1</sup>	\$ 109,084,013	\$ 109,084,013	-	-	-	-
2 Sales Tax Contributions	63,887,334	37,238,266	\$ 26,649,068	-	-	-
3 Warranty Recovery	1,950,816	-	-	-	-	-
4 Build America Bond Subsidies	-	-	-	-	-	-
5 Product Sales and Development	3,746,530	437,328	542	\$ 18,587	\$ 3,347,872	\$ (57,799)
6 Pass Sales	127,029	173,070	62,365	(8,628)	(93,253)	(6,525)
7 Property Management	64,748	55,584	5,730	2,530	-	904
8 Vanpool/Rideshare	61,346	38,049	18,436	(218)	805	4,274
9 Salt Lake City Agreement	364,356	364,356	-	-	-	-
10 Planning	6,674	-	-	-	-	6,674
11 Capital Development Agreement:	1,938,395	1,938,395	-	-	-	-
12 Other	511,252	2,462,068	-	-	-	-
13 <b>Total</b>	<b>\$ 181,742,493</b>	<b>\$ 151,791,129</b>	<b>\$ 26,736,141</b>	<b>\$ 12,271</b>	<b>\$ 3,255,424</b>	<b>\$ (52,472)</b>

**Percentage Due by Aging**

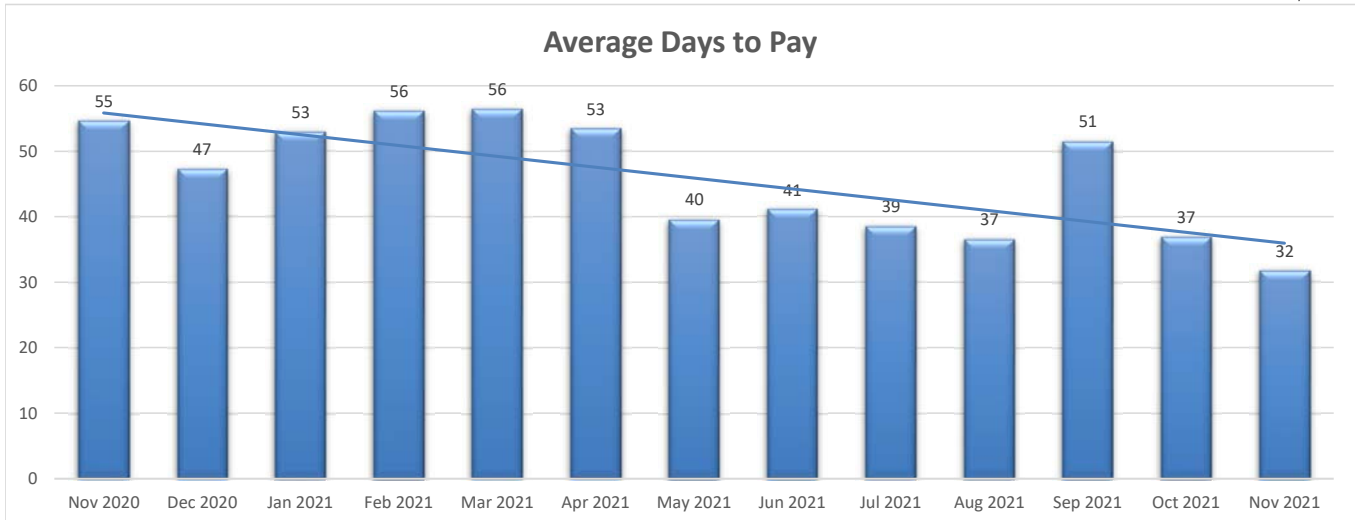
14 Federal Grants Government <sup>1</sup>	100.0%	0.0%	0.0%	0.0%	0.0%
15 Sales Tax Contributions	58.3%	41.7%	0.0%	0.0%	0.0%
16 Warranty Recovery	0.0%	0.0%	0.0%	0.0%	0.0%
17 Build America Bond Subsidies					
18 Product Sales and Development	11.7%	0.0%	0.5%	89.4%	-1.5%
19 Pass Sales	136.2%	49.1%	-6.8%	-73.4%	-5.1%
20 Property Management	85.8%	8.8%	3.9%	0.0%	1.4%
21 Vanpool/Rideshare	62.0%	30.1%	-0.4%	1.3%	7.0%
22 Salt Lake City Agreement	100.0%	0.0%	0.0%	0.0%	0.0%
23 Planning	0.0%	0.0%	0.0%	0.0%	100.0%
24 Capital Development Agreements	100.0%	0.0%	0.0%	0.0%	0.0%
25 Other	481.6%	0.0%	0.0%	0.0%	0.0%
26 <b>Total</b>	<b>83.5%</b>	<b>14.7%</b>	<b>0.0%</b>	<b>1.8%</b>	<b>0.0%</b>

<sup>1</sup> Federal preventive maintenance funds, federal RideShare funds, and federal CARES Act, CRRSA, ARPA funding

SUMMARY OF APPROVED DISBURSEMENTS OVER \$200,000  
FROM NOVEMBER 1, 2021 THROUGH NOVEMBER 30, 2021  
(UNAUDITED)

EXHIBIT 1-10

<u>Contract # and Description</u>	<u>Contract Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Date</u>	<u>Check Total</u>
21-03499JH EMPLOYEE HOLIDAY GIFTCARDS	11/3/2021	HARMONS INC	363528	11/3/2021	339,300.00
20-3378VW TPSS UPGRADE/REHAB	6/24/2021	C3M POWER SYSTEMS LLC	363590	11/3/2021	3,324,726.00
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	888748	11/3/2021	244,902.49
20-03243PP ADA PARATRANSIT AND ROUTE DEVIATION	6/1/2020	MV PUBLIC TRANSPORTATION	888748	11/3/2021	244,902.49
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888749	11/3/2021	905,738.74
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888749	11/3/2021	905,738.74
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	11/4/2021	268,680.00
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/4/2021	866,901.00
19-03043BM SOUTH SALT LAKE COUNTY MICROTRANSIT PILOT	7/2/2019	VIA TRANSPORTATION INC	888825	11/10/2021	275,832.54
R2021-04-01		PEHP	ZION-ACH	11/10/2021	228,615.89
R2021-04-01		SELECT HEALTH	ZION-ACH	11/10/2021	659,259.42
R2021-04-01		ROCKY MOUNTAIN POWER	363845	11/17/2021	455,716.73
21-3410VW FRONTRUNNER PROGRAM MANGEMENT	5/28/2021	KIMLEY-HORN AND ASSOCIATES	888908	11/17/2021	238,529.73
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888909	11/17/2021	458,932.15
20-3401VW FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC	888910	11/17/2021	495,117.10
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	888911	11/17/2021	696,785.96
20-03384VW PROJECT MGMT SERVICES	4/17/2021	HNTB CORPORATION	888912	11/17/2021	1,047,915.78
16-1846TP ON-CALL MAINTENANCE	10/7/2016	STACY AND WITBECK, INC.	888913	11/17/2021	2,529,497.07
R2021-04-01		UTAH STATE TAX WITHHOLDING	WITHDRAWAL	11/18/2021	892,915.00
R2021-04-01		CAMBRIDGE ASSOCIATES, LLC.	ZION-ACH	11/18/2021	275,771.00
19-03043BM SOUTH SALT LAKE COUNTY MICROTRANSIT PILOT	7/2/2019	VIA TRANSPORTATION INC	888989	11/23/2021	308,448.64
19-03125BM DIESEL AND UNLEADED FUEL	12/23/2019	RHINEHART OIL CO. INC.	888990	11/23/2021	390,985.89
20-3401VW FRONTRUNNER PAINT BOOTH	4/6/2021	PAULSEN CONSTRUCTION, INC	888991	11/23/2021	421,346.00
19-0312PP 27-45' COMMUTER BUSES	8/19/2020	MOTOR COACH INDUSTRIES INC.	888992	11/23/2021	696,785.96





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

---

**TO:** Board of Trustees  
**FROM:** Carlton Christensen, Chair of the Board of Trustees  
**PRESENTER(S):** Chair Carlton Christensen  
Trustee Beth Holbrook  
Trustee Jeff Acerson

**TITLE:**

---

**R2022-01-01 - Resolution Giving Special Tribute, Due Honor, and Recognition to Interim Executive Director Mary DeLoretto**

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**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve Resolution R2022-01-01 recognizing Mary DeLoretto for her service as Interim Executive Director from July 10, 2021 through January 9, 2022

---

**BACKGROUND:**

Mary DeLoretto was appointed Interim Executive Director of the Authority on July 10, 2021 to fill a vacancy while the Board of Trustees pursued a recruitment for an Executive Director. The Board has appointed Jay Fox as the Authority's new Executive Director effective January 10, 2022.

---

**DISCUSSION:**

The Board of Trustees would like to extend their appreciation and respect to Mary DeLoretto for her solid leadership and accountability to the Authority and Board of Trustees during her interim leadership. The Board will present a resolution of appreciation at the meeting to recognize Ms. DeLoretto and her service.

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**ALTERNATIVES:**

N/A

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**FISCAL IMPACT:**

None

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**ATTACHMENTS:**

R2022-01-01 - Resolution Giving Special Tribute, Due Honor, and Recognition to Interim Executive Director Mary DeLoretto

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY GIVING SPECIAL TRIBUTE, DUE HONOR, AND RECOGNITION TO  
INTERIM EXECUTIVE DIRECTOR MARY DELORETTO**

R2022-01-01

January 12, 2022

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act (the “Act”); and

WHEREAS, Mary DeLoretto served as the Interim Executive Director of the Authority from July 10, 2021, to January 9, 2022; and

WHEREAS, Ms. DeLoretto successfully embraced a spirit of collaboration with stakeholders to form shared strategies for Utah’s growth and to advance FrontRunner Forward and other major transit projects; and

WHEREAS, Ms. DeLoretto has provided competent and steady leadership of the Authority that has empowered our Executive Team and workforce to deliver exceptional service to our community; and

WHEREAS, Ms. DeLoretto now returns to her position as the Chief Service Development Officer for the Authority where she will serve on the Executive Team and continue to make a positive impact leading the Authority’s capital development and construction, real estate and transit-oriented development (TOD), asset management and project controls teams; and

WHEREAS, Ms. DeLoretto’s significant knowledge, intellect, dedication, and commitment to sound management of the Authority have demonstrated the highest degree of professionalism.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board does hereby commend and express the Authority’s sincere appreciation and gratitude to Mary DeLoretto for her conscientious leadership, her accountability to move critical projects forward, and her exemplary service to the Authority.
2. That this resolution is presented with thanks and good wishes of the Authority.
3. That Resolution R2021-06-07 appointing Ms. DeLoretto as Interim Executive Director is hereby rescinded.

4. That the corporate seal be attached hereto.

Approved and adopted this 12<sup>th</sup> day of January 2022.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:

*David Wilkins*

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\_\_\_\_\_  
Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Dave Hancock, Acting Chief Service Development Officer  
**PRESENTER(S):** Grey Turner, Manager Civil Engineering and Design  
Dave Hancock, Acting Chief Service Development Officer

**TITLE:**

---

**R2022-01-02 - Resolution Authorizing Execution of Supplement No. 3 to an Interlocal Cooperation Agreement with West Valley City for the West Valley Bike Lane Project as Part of the TIGER First/Last Mile Program.**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Approve Resolution R2022-01-02 authorizing Supplement No. 3 to the West Valley Interlocal Cooperation Agreement (ILA) to provide additional funds for the West Valley Bike Lane Project as part of the TIGER First/Last Mile Program.

---

**BACKGROUND:**

TIGER Stakeholder Agreement and Supplement No. 1 between UTA and West Valley City (Stakeholder Agreement 18-2656BM) were executed on March 30, 2018 between UTA and West Valley City for the Bike Lane Project as part of the TIGER First/Last Mile Program with a total budget of \$1,721,308, of which \$1,377,046 was from TIGER grant funding and \$344,262 was matching funds provided by West Valley City. Supplement No. 2 (R2021-06-05, June 2021) was to increase the budget of the West Valley Bike Lane Project by \$1,932,024.65, of which, additional local funds were provided by West Valley City.

Supplement No. 3 is to increase the budget of the West Valley Bike Lane Project by \$154,369.17. This additional funding is being provided by West Valley City. The total West Valley Bike Lane Project budget with Supplement No. 3 will be \$3,807,701.82.

This request is seeking approval of Supplement No. 3 to be issued this time.



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**DISCUSSION:**

The additional funding is required for construction of the West Valley Bike Lane Project under the TIGER First/Last Mile Grant Project. West Valley City will be invoiced for Supplement No. 3 City participation funds (\$154,369.17) upon execution of Supplement No. 3.

---

**ALTERNATIVES:**

Without the additional funding, there would not be enough budget to pay for the construction phase 2 of the West Valley Bike Lane Project improvements at the city's request.

---

**FISCAL IMPACT:**

The additional West Valley City local project partner funding will increase the overall TIGER Grant Project Budget by \$154,369.17. The additional funds were not included in the original 2021 TIGER project budget. They will be incorporated into the 2022 Capital budget at a future date as needed.

---

**ATTACHMENTS:**

R2022-02-02 - Approving West Valley City Interlocal Cooperative Agreement Supplement No. 3

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT AUTHORITY  
AUTHORIZING EXECUTION OF SUPPLEMENT 3 TO AN INTERLOCAL COOPERATION  
AGREEMENT WITH WEST VALLEY CITY FOR THE WEST VALLEY BIKE LANE PROJECT  
AS PART OF THE TIGER FIRST/LAST MILE PROGRAM**

R2022-01-02

January 12, 2022

WHEREAS, the Utah Transit Authority (the "Authority") is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities - Local Districts Act and the Utah Public Transit District Act (collectively the "Act"); and

WHEREAS, West Valley City and the Authority are "public agencies" as defined by the Utah Interlocal Cooperation Act, UTAH CODE §11-13-101 *et seq.* (the "Cooperation Act"), and, as such, are authorized by the Cooperation Act to each enter into an interlocal cooperation agreement ("ILA") to act jointly and cooperatively on the basis of mutual advantage; and

WHEREAS, the Authority and West Valley City have previously entered into an ILA, known as a TIGER Master Agreement, as well as Supplement 1 and Supplement 2 to this ILA in Resolution R2021-06-05; and

WHEREAS, the Authority, and West Valley City desire to enter into a third supplement to the ILA as part of the TIGER First/Last Mile Program for the West Valley Bike Lane Project; and

WHEREAS, the ILA allows the provision of additional funding for the construction of the West Valley Bike Lane Project; and

WHEREAS, Supplement 3 to the ILA brings the total project budget to \$3,807,701.82.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby approves Supplement 3 to the ILA with West Valley City in substantially the same form as attached as Exhibit A.
2. That the Executive Director is authorized to execute Supplement 3 to the ILA, with West Valley City in substantially the same form as attached as Exhibit A.

3. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and counsel to prepare Supplement 3 to the ILA with West Valley City as attached as Exhibit A.

4. That the corporate seal shall be affixed hereto.

APPROVED AND ADOPTED this 12th day of January 2022.

---

Carlton Christensen, Chair  
Board of Trustees

ATTEST:

---

Secretary of the Authority

(Corporate Seal)

Approved as to Form:

DocuSigned by:  
*David Wilkins*  
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Legal Counsel

## EXHIBIT A

(Supplement 3 to the Interlocal Cooperation Agreement  
with West Valley City)

**SUPPLEMENT NO. 3 TO  
STAKEHOLDER AGREEMENT  
WEST VALLEY CITY**

**TIGER GRANT**

<b>TIGER 2016 GRANT No. 2018-02</b>	<b>UTA CONTRACT No. 18-2662BM</b>	<b>STAKEHOLDER CONTRACT No.</b>
<b>SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: WVC_BKL_5: 2700 WEST BIKE LANE; 4700 S TO 4100 S</b>		<b>PROJECT VALUE OF CITY PROJECTS \$3,807,701.82</b>
		<b>CITY REPRESENTATIVE: DAN JOHNSON</b>

THIS SUPPLEMENT NO. 3 TO STAKEHOLDER AGREEMENT (“Supplement”), made and entered into this 16th day of November, 2021, by and between **UTAH TRANSIT AUTHORITY**, a public transit district (“UTA”), and West Valley City (“City”).

The parties hereto entered into a Stakeholder Agreement dated March 30, 2018, (the “Agreement”), which Agreement contemplated execution of a Supplement outlining specific details for the City Projects to be completed thereunder.

The parties hereto entered into a Supplement No. 1 to Stakeholder Agreement dated March 30, 2018 to outline specific details for City Project WVC\_BKL\_5: 2700 West Bike Lane; 4700 S to 4100 S to be completed thereunder, including the scope, schedule, and estimated budget of the City Project.

The parties hereto entered into a Supplement No. 2 dated August 13, 2021 to increase the budget of City Project WVC\_BKL\_5: 2700 West Bike Lane; 4700 S to 4100 S, to be completed thereunder. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 remain in full force and effect unless otherwise specified herein.

The parties hereto desire to enter into this Supplement No. 3 to increase estimated budget and project scope as shown in Exhibit A of City Project WVC\_BKL\_5: 2700 West Bike Lane; 4700 S to 4100 S, to be completed thereunder. All definitions and terms of the Stakeholder Agreement and Supplement No. 1 and 2 remain in full force and effect unless otherwise specified herein.

1. **Estimated Total Cost of Work:** The parties hereto desire to increase the estimated budget for the City Project by One Hundred Fifty Four Thousand Three Hundred Sixty Nine Dollars and Seventeen Cents (\$154,369.17), for a total estimated budget of Three Million Eight Hundred Seven Thousand Seven Hundred One Dollars and Eighty Two Cents (\$3,807,701.82). The Estimated Total Cost of Work and funding sources are summarized below:

	<b>SUPPLEMENT NO. 1</b>	<b>SUPPLEMENT NO. 2</b>	<b>SUPPLEMENT NO. 3</b>	<b>TOTAL</b>
<b>ESTIMATED BUDGET:</b>	<b>\$1,721,308</b>	<b>\$1,932,024.65</b>	<b>\$154,369.17</b>	<b>\$3,807,701.82</b>
<b>ESTIMATED AMOUNT OF TIGER PARTICIPATION:</b>	<b>\$1,377,046</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,377,046</b>
<b>ESTIMATED AMOUNT OF CITY PARTICIPATION</b>	<b>\$344,262</b>	<b>\$1,932,024.65</b>	<b>\$154,369.17</b>	<b>\$2,430,655.82</b>

Upon full execution of this Supplement No. 3, UTA will be authorized to continue construction for the work covered under the City project described in Supplement No. 1 and 2 and the City will be invoiced for the City Participation funds (\$154,369.17). City shall be responsible for all costs in excess of the TIGER Grant funding less the City Participation funds identified herein. Invoices shall be paid by the City within sixty (60) days of being invoiced for those costs by UTA.

UTA considers the 2018 Stakeholder Agreement to be an Interlocal Cooperative Agreement (ILA) and this supplement to be an ILA supplement. Therefore, in satisfaction of the requirements of the Utah Interlocal Cooperation Act, the Parties agree as follows:

A. This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the Utah Interlocal Cooperation Act, as set forth in UCA Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the Utah Interlocal Cooperation Act.

B. In accordance with the provisions of UCA §11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

C. A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to §11-13-209 of the Utah Interlocal Cooperation Act.

D. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

The provisions described above are applicable to the 2018 Stakeholder Agreement as well as Supplements No. 1 and 2.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Reviewed and Approved as to Form:

  
\_\_\_\_\_  
UTA Legal Counsel

WEST VALLEY



Attest:

*Nirphale Camau*

City Recorder

By *Wayne I. Pyle*  
Title City Manager

Date: 11/16/2021

By *Ron Biggs*  
Title Mayor

Date: 11/16/2021

Approved as to form 11/3/2021

*Brandon Hill*

## **EXHIBIT A**

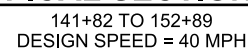
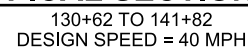
WVC\_BKL\_5\_Planset-NDC-01\_07072021

WVC\_BKL\_5\_Electrical Plans\_NDC-01\_07072021

**The complete set of drawings is incorporated by reference into this Exhibit A and may be found at:**

**\\capdev\common\MSP Projects\MSP205 TIGER VIII First and Last mile projects\1 Management\1-3 Agreements\Stakeholders\West Valley\Supplement No. 3**

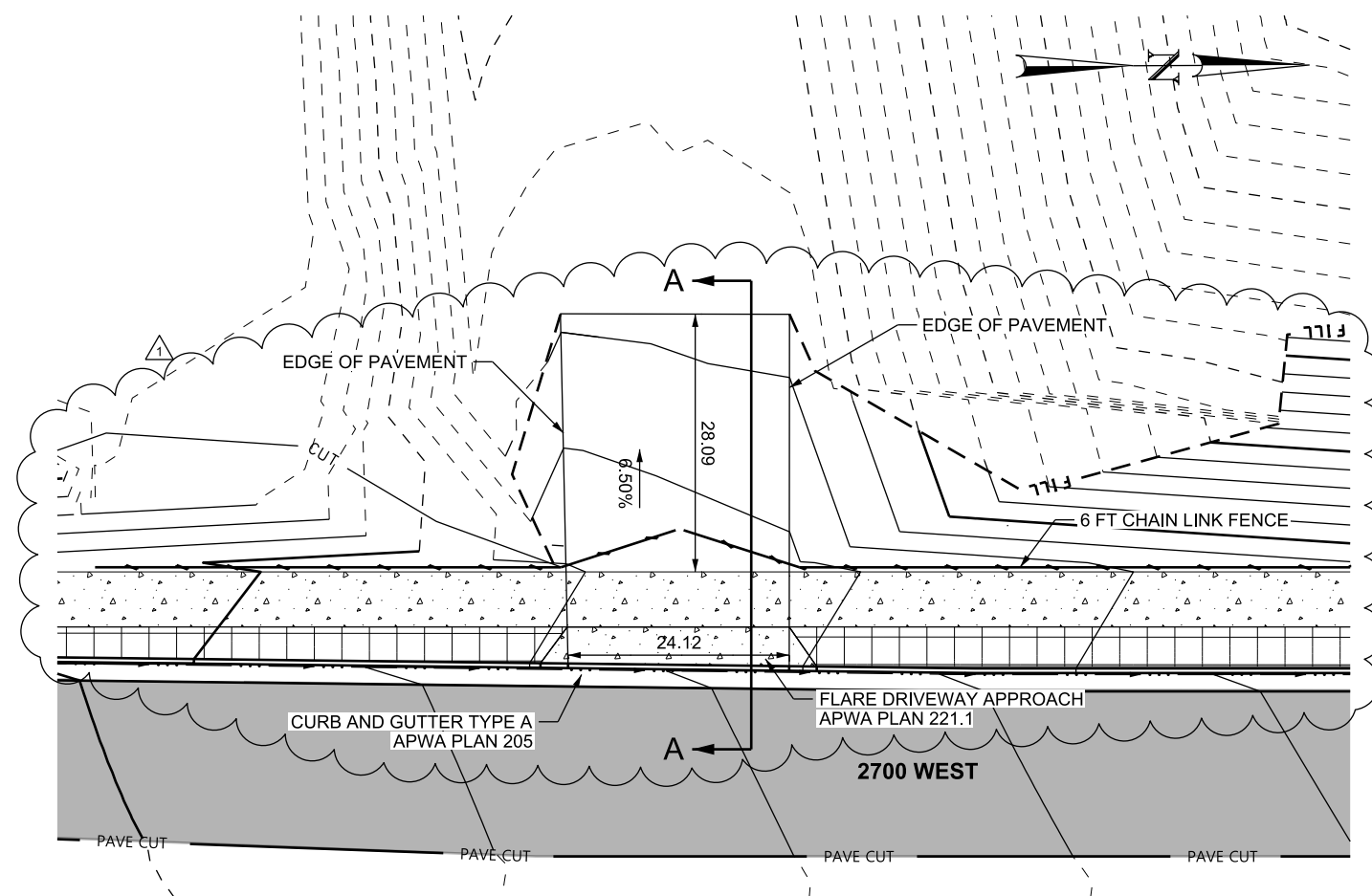




- ① SEE RD SERIES FOR PAVEMENT CUTTING LOCATION INFORMATION.
- ② SEE RD SERIES FOR CROSS SLOPE INFORMATION.

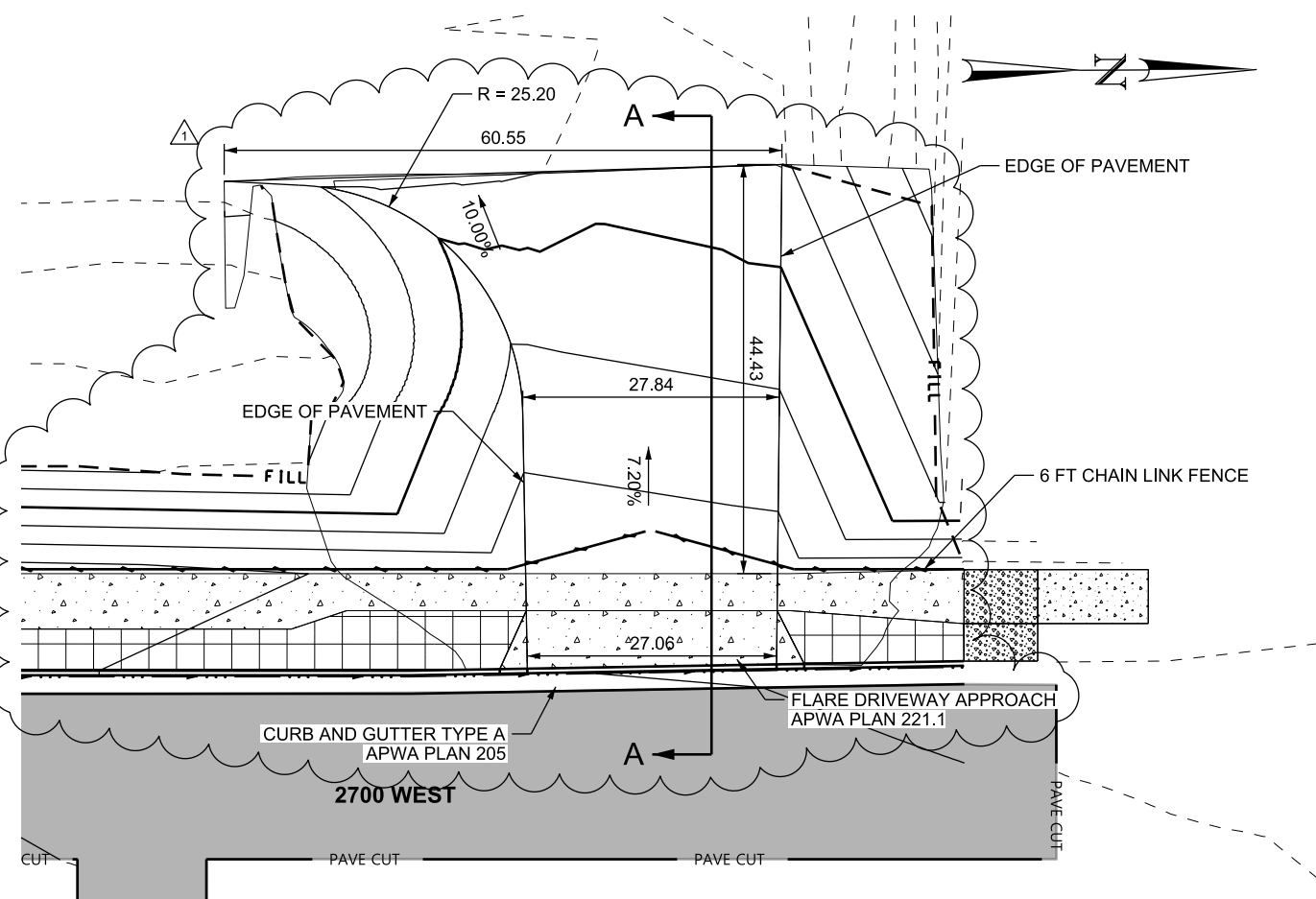
TYPICAL SECTIONS

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES



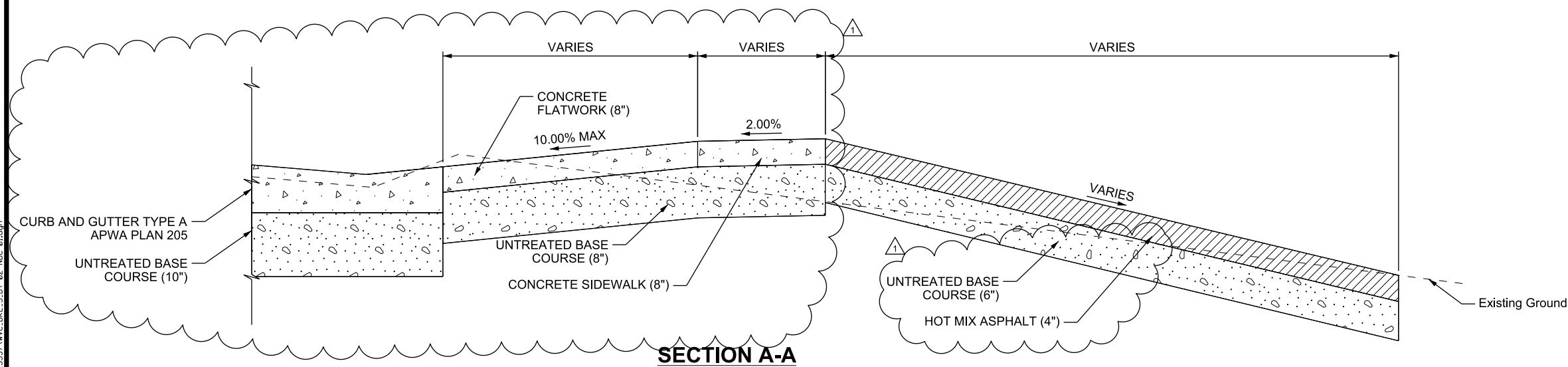
**DRIVEWAY APPROACH - SOUTH**

131+40 LT



**DRIVEWAY APPROACH - NORTH**

141+40 LT



**SECTION A-A**

06-JUL-2021 D:\NDC\_Files\IP\_P\WP\04\23537\WVC\_BLK\_5\_DT-02\_NDC-01.dgn

△		
△		
△		
△		
△	06/25/2021	NDC-001 STATE SIDEWALK CHANGES
REV	DATE	DESCRIPTION

Designed By	TCV
Drawn By	TWR
Checked By	MSN
Approved By	ALK



NDC-01 REVIEW  
NOT FOR CONSTRUCTION



**DRIVEWAY APPROACH DETAIL**








WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename WVC_BLK_5_DT-02.dgn	
UTA Contract No. 18-2399TP	
Drawing DT-02	Sheet No. 2 OF 22

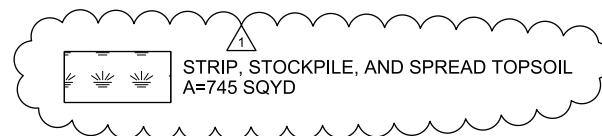


**NOTES:**

1. PROVIDE CONSTANT CROSS SLOPE TRANSITION BETWEEN TIE-IN POINTS.
2. SEE RD-05 AND RD-06 FOR INFORMATION.
3. SEE DR-05 FOR INFORMATION.
4. SEE DT-02 FOR DRIVEWAY ACCESS DETAILS.
5. SEE DT-03 FOR TOP BACK OF CURB LOCATION AND ELEVATION INFORMATION.
6. COLOR CONCRETE PER WVC STD 232.1. DO NOT CUT "ASHLAR SLATE" PATTERN INTO CONCRETE. PROVIDE BROOM FINISH.







    			Designed By	     		<div>BUS STOP DETAIL</div> <div>WEST VALLEY CITY WVC_BLK_5 2700 WEST BIKE LANES</div>	CADD Filename WVC_BKL_5_DT-09.dgn	
			Drawn By				UTA Contract No. 18-2399TP	
			Checked By				Drawing	Sheet No.
			MSN				DT-09	21 OF 22
	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By					
REV	DATE	DESCRIPTION	ALK	NDC-01 REVIEW NOT FOR CONSTRUCTION				



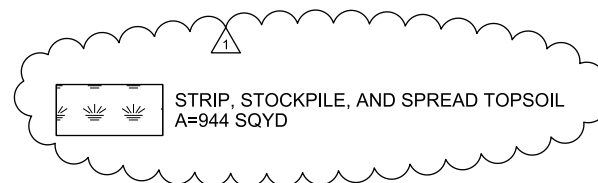


NOTES:

- ① SEE DT-02 FOR DRIVEWAY ACCESS DETAILS.
- ② SEE DT-03 FOR TOP BACK OF CURB LOCATION AND PROFILE INFORMATION.

    			Designed By				CADD Filename WVC_BKL_5_RD-03.dgn	
			Drawn By				UTA Contract No. 18-2399TP	
			Checked By				Drawing	Sheet No.
			TCV				RD-03	3 OF 15
	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By					
REV	DATE	DESCRIPTION	ALK	NDC-01 REVIEW NOT FOR CONSTRUCTION				





**NOTES:**

- ① SEE DT-03 FOR TOP BACK OF CURB LOCATION AND PROFILE INFORMATION.

<div>1702-UTR-18-001</div> <div>6-10-2018</div> <div>1702-UTR-18-001</div> <div>1702-UTR-18-001</div> <div>1702-UTR-18-001</div> <div>1702-UTR-18-001</div>			Designed By	<div><div>CivilScience</div><div>Engineers   Surveyors   Solutions</div></div>	<div>UTA</div> <div></div>	<div>ROADWAY PLAN</div> <div>WEST VALLEY CITY</div> <div>WVC_BLK_5</div> <div>2700 WEST BIKE LANES</div>	CADD Filename	
			Drawn By				WVC_BKL_5_RD-04.dgn	
			TWR				UTA Contract No.	
			TCV				18-2399TP	
		06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By	<div>NDC-01 REVIEW</div> <div>NOT FOR CONSTRUCTION</div>			Drawing
REV	DATE	DESCRIPTION	ALK	RD-04		4 OF 15		



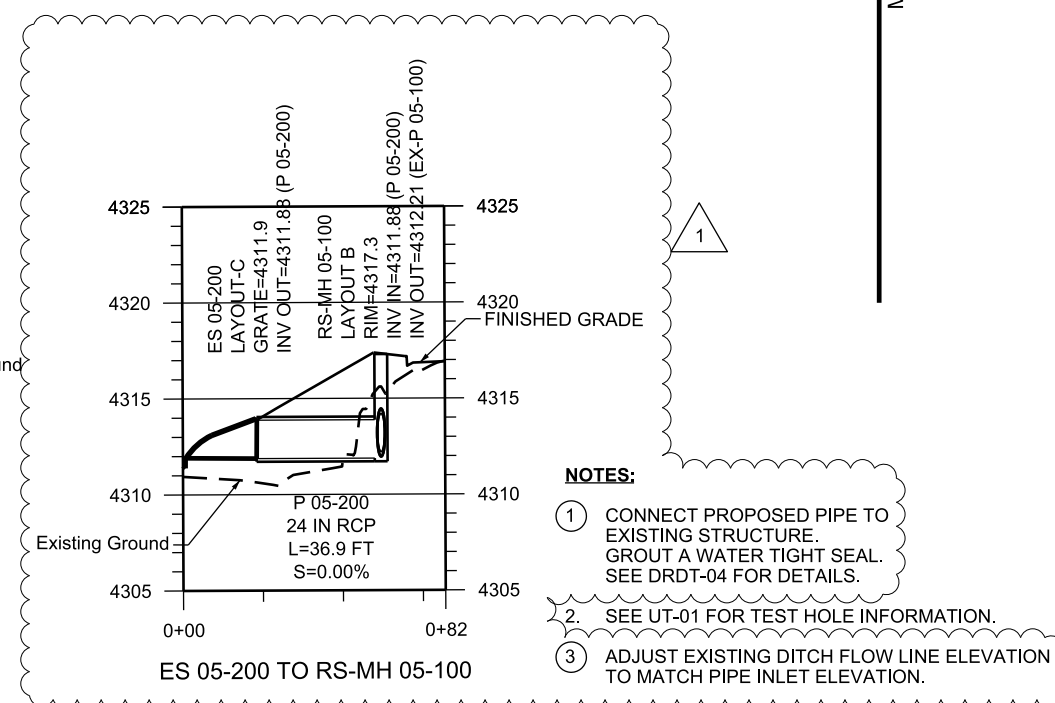
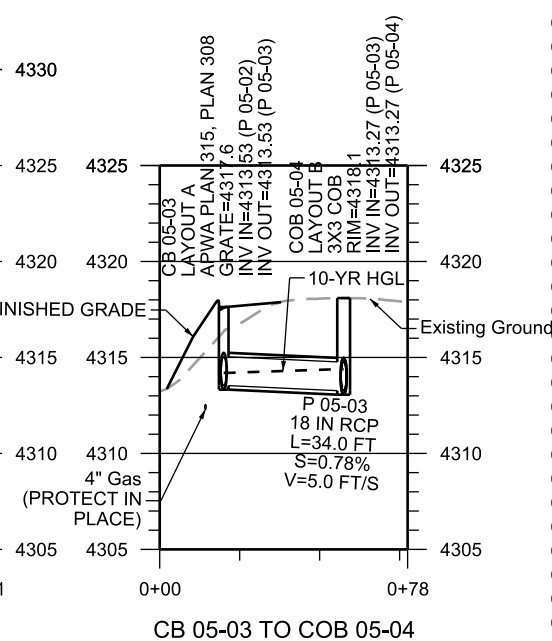
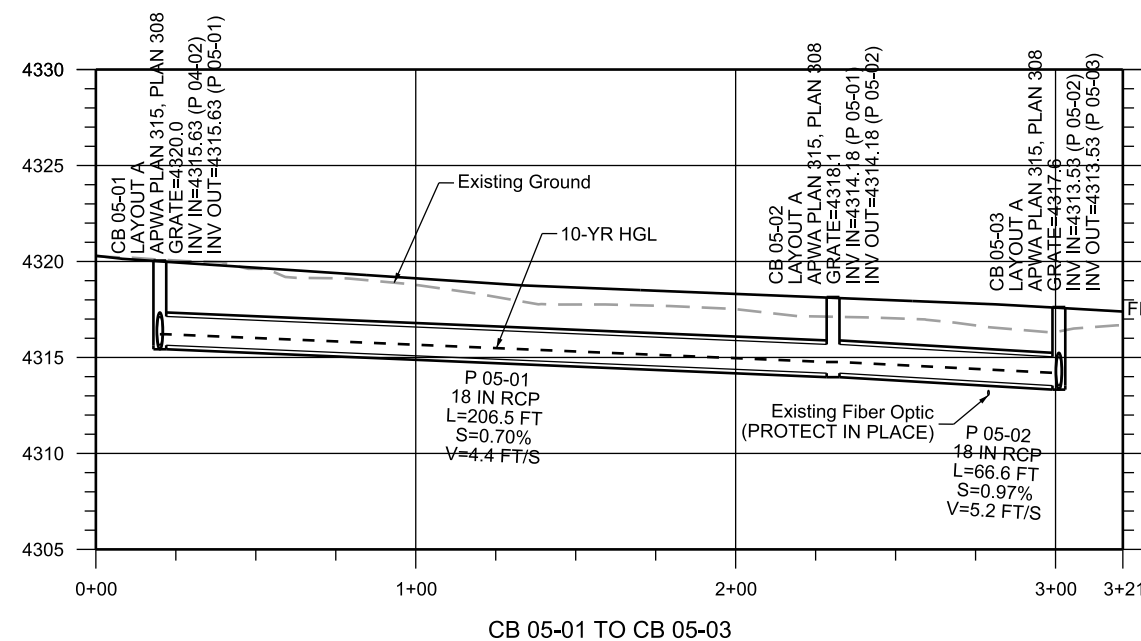
- 1
- STRIP, STOCKPILE, AND SPREAD TOPSOIL  
A=669 SQYD








**NOTES:**

- ① SEE DT-03 FOR TOP BACK OF CURB LOCATION AND PROFILE INFORMATION.
- ② SEE DT-02 FOR DRIVEWAY ACCESS DETAILS.
- ③ SEE DT-09 FOR BUS STOP DETAILS.

<div>△</div> <div>△</div> <div>△</div> <div>△</div> <div>△</div>			Designed By	<div><div><div></div></div><div>CivilScience</div><div>Engineers   Surveyors   Solutions</div></div>	<div>U T A</div> <div><div></div><div>SM</div></div>	<div>ROADWAY PLAN</div> <div>WEST VALLEY CITY</div> <div>WVC_BLK_5</div> <div>2700 WEST BIKE LANES</div>	CADD Filename	
			Drawn By				WVC_BKL_5_RD-05.dgn	
			TWR				UTA Contract No.	
			Checked By				18-2399TP	
			TCV				Drawing	
	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By	Sheet No.				
REV	DATE	DESCRIPTION	ALK	RD-05		5 OF 15		



A triangle with a small square at its top vertex, indicating a right angle. The number 1 is written inside the triangle.

DUN 1188 P-2021 15-JUL-2021			
			
			
			
			
			
		06/25/2021	NDC-001 STATE SIDEWALK CHANGES
REV	DATE	DESCRIPTION	

Designed By	MSN
Drawn By	TWR
Checked By	TCV
Approved By	ALK



NDC-01 REVIEW  
NOT FOR CONSTRUCTION



DRAINAGE PLAN

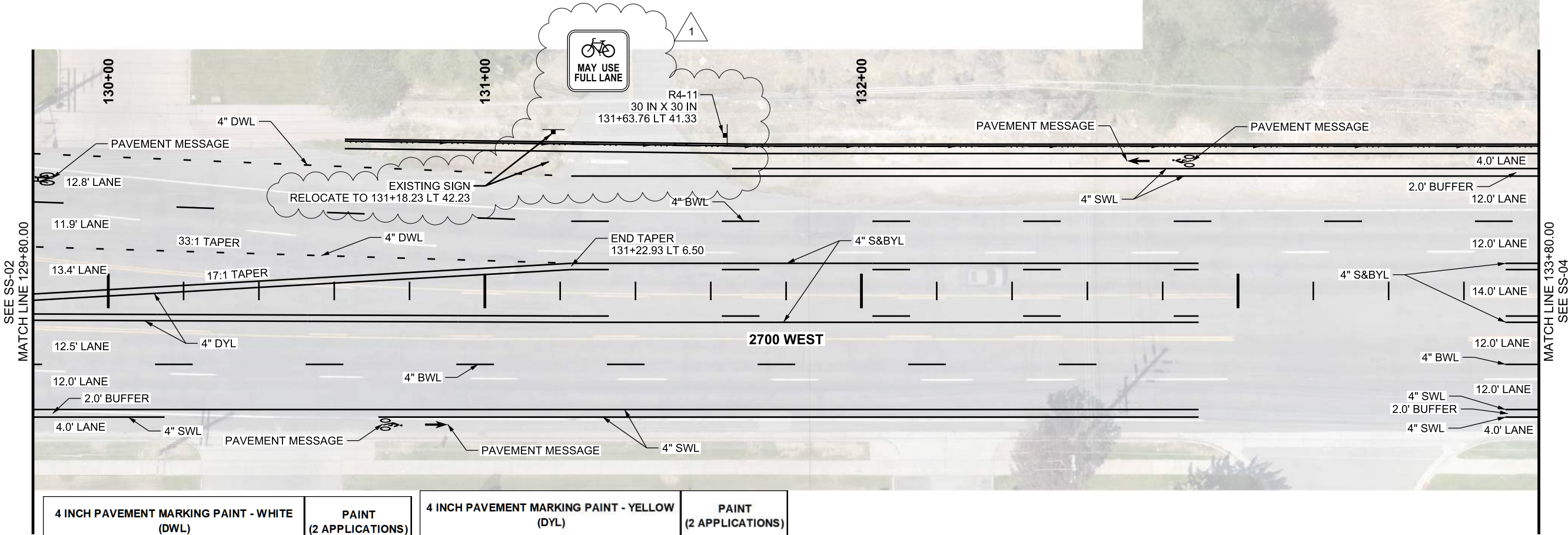
WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename WVC_BKL_5_DR-05.dgn	
UTA Contract No. <b>18-2399TP</b>	
Drawing <b>DR-05</b>	Sheet No. <b>5 OF 15</b>

4 INCH PAVEMENT MARKING PAINT - WHITE (SWL)					PAINT (2 APPLICATIONS)	
FROM		TO		FEET	95 FT/GAL	
STATION	OFFSET	STATION	OFFSET		GALLON	
131+22.93	30.50 LT	133+80.00	30.50 LT	257.07	2.71	
131+65.67	32.50 LT	133+80.00	32.50 LT	214.33	2.26	
129+80.00	31.50 RT	132+89.53	31.50 RT	309.53	3.26	
129+80.00	33.50 RT	130+14.94	33.50 RT	34.94	0.37	
130+71.72	33.50 RT	132+89.53	33.50 RT	217.81	2.29	
133+71.07	31.50 RT	133+80.00	31.50 RT	8.93	0.09	
133+71.07	33.50 RT	133+80.00	33.50 RT	8.93	0.09	
TOTAL				1051.54	11.07	

4 INCH PAVEMENT MARKING PAINT - WHITE (BWL)					PAINT (2 APPLICATIONS)	
FROM		TO		FEET	380 FT/GAL	
STATION	OFFSET	STATION	OFFSET		GALLON	
129+80.00	23.64 LT	131+22.93	18.50 LT	143.02	0.38	
131+22.93	18.50 LT	133+80.00	18.50 LT	257.07	0.68	
129+80.00	19.50 RT	132+89.53	19.50 RT	309.53	0.81	
133+71.07	19.50 RT	133+80.00	19.50 RT	8.93	0.02	
TOTAL				718.55	1.89	

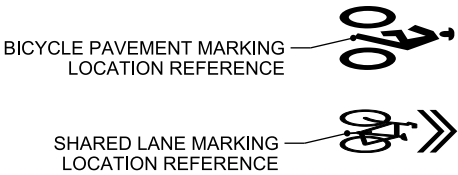
4 INCH PAVEMENT MARKING PAINT - YELLOW (S&BYL)					PAINT (2 APPLICATIONS)	
FROM		TO		FEET	76 FT/GAL	
STATION	OFFSET	STATION	OFFSET		GALLON	
131+22.93	6.50 LT	132+89.53	6.50 LT	166.60	2.19	
131+22.93	7.50 RT	132+89.53	7.50 RT	166.60	2.19	
133+71.07	6.50 LT	133+80.00	6.50 LT	8.93	0.12	
133+71.07	7.50 RT	133+80.00	7.50 RT	8.93	0.12	
TOTAL				351.06	4.62	



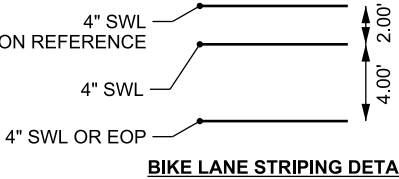
4 INCH PAVEMENT MARKING PAINT - WHITE (DWL)					PAINT (2 APPLICATIONS)	
FROM		TO		FEET	380 FT/GAL	
STATION	OFFSET	STATION	OFFSET		GALLON	
129+80.00	36.46 LT	131+22.93	30.50 LT	143.05	0.38	
129+80.00	11.71 LT	131+22.93	7.35 LT	143.00	0.38	
TOTAL				286.05	0.75	

4 INCH PAVEMENT MARKING PAINT - YELLOW (DYL)					PAINT (2 APPLICATIONS)	
FROM		TO		FEET	48 FT/GAL	
STATION	OFFSET	STATION	OFFSET		GALLON	
129+80.00	1.66 RT	131+22.93	6.50 LT	143.16	3.01	
129+80.00	6.96 RT	131+22.93	7.50 RT	142.93	3.01	
TOTAL				286.09	6.02	

STRIPING KEY:	
SWL	SOLID WHITE LINE
SYL	SOLID YELLOW LINE
DYL	DOUBLE YELLOW LINE
BWL	BROKEN WHITE LINE
DWL	DOTTED WHITE LINE
LDL	LANE DROP LINE
S&BYL	SOLID AND BROKEN YELLOW LINE
SL	STOP LINE
BC	BLACK CONTRAST



STRIPING LOCATION REFERENCE



PAVEMENT MESSAGE			
STATION	OFFSET	EACH	COMMENTS
129+85.20	29.83 LT	1	SHARED LANE
130+72.83	35.50 RT	1	BIKE LANE
130+90.12	35.50 RT	1	BIKE THRU ARROW
132+70.54	34.50 LT	1	BIKE THRU ARROW
132+87.82	34.50 LT	1	BIKE LANE
TOTAL		5	

06-JUL-2021  
DCN File: IP: P:\P\p\0423537\WVC\_BKL\_5\_SS-03.dgn

REV	DATE	DESCRIPTION
1	06/25/2021	NDC-001 STATE SIDEWALK CHANGES

Designed By	TCV
Drawn By	TWR
Checked By	MSN
Approved By	ALK



NDC-01 REVIEW  
NOT FOR CONSTRUCTION

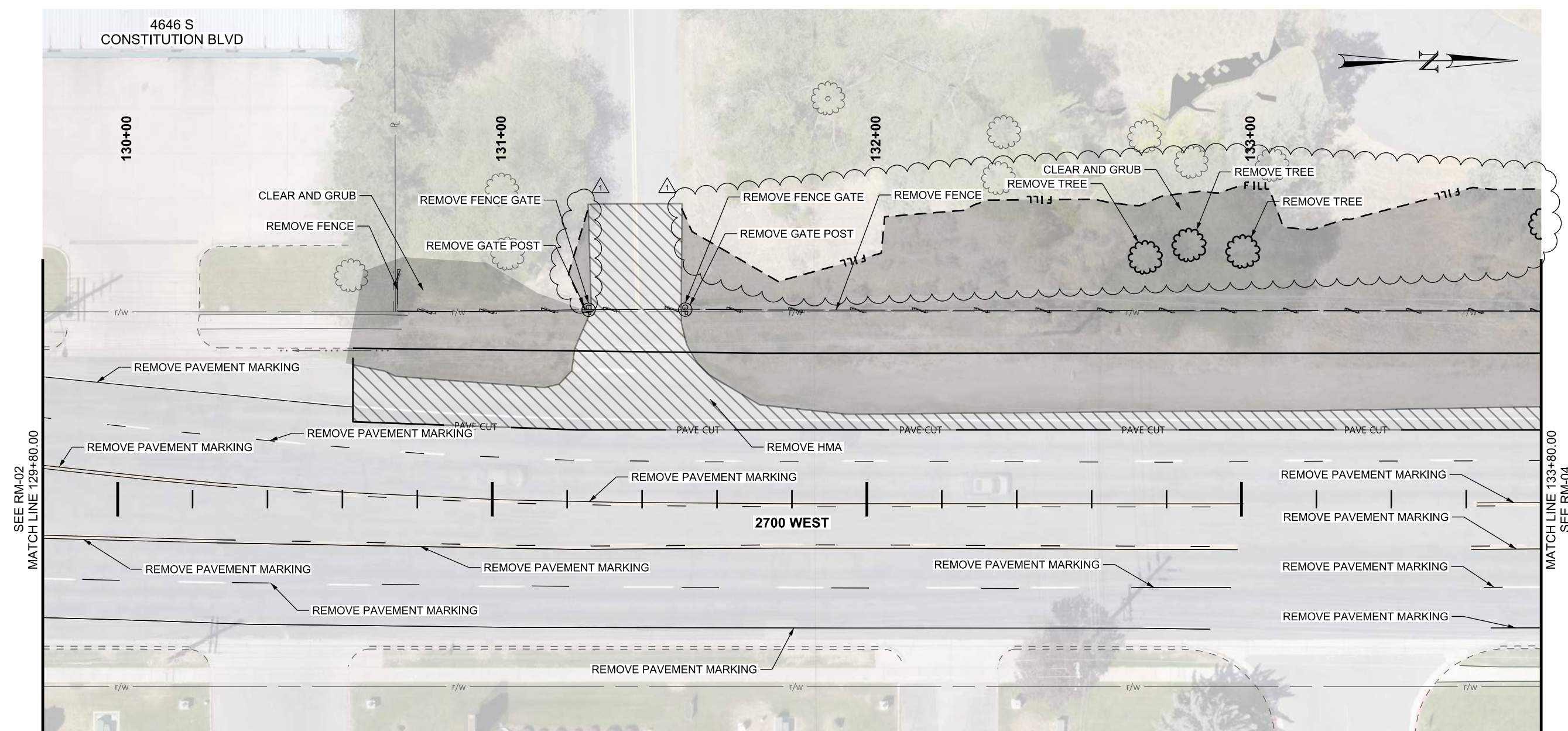


SIGNING AND STRIPING

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename WVC_BKL_5_SS-03.dgn	
UTA Contract No. 18-2399TP	
Drawing SS-03	Sheet No. 3 OF 15



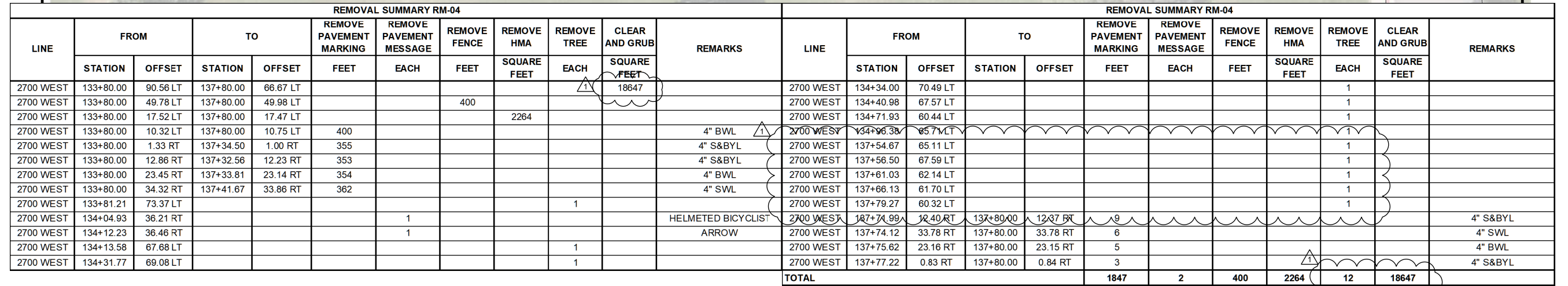


REMOVAL SUMMARY RM-03												REMOVAL SUMMARY RM-03													
LINE	FROM		TO		REMOVE PAVEMENT MARKING	REMOVE FENCE	REMOVE HMA	REMOVE GATE POST	REMOVE FENCE GATE	CLEAR AND GRUB	REMOVE TREE	REMARKS	LINE	FROM		TO		REMOVE PAVEMENT MARKING	REMOVE FENCE	REMOVE HMA	REMOVE GATE POST	REMOVE FENCE GATE	CLEAR AND GRUB	REMOVE TREE	REMARKS
	STATION	OFFSET	STATION	OFFSET	FEET	FEET	SQUARE FEET	EACH	EACH	SQUARE FEET	EACH			STATION	OFFSET	STATION	OFFSET	FEET	FEET	SQUARE FEET	EACH	EACH	SQUARE FEET	EACH	
2700 WEST	129+80.00	32.67 LT	130+62.80	24.62 LT	83							4" SWL	2700 WEST	133+00.39	65.96 LT									1	
2700 WEST	129+80.00	21.78 LT	133+80.00	10.32 LT	401							4" BWL	2700 WEST	131+25.72	50.55 LT					1					
2700 WEST	129+80.00	8.64 LT	130+26.91	3.89 LT	48							4" DYL	2700 WEST	131+25.72	50.55 LT						1				
2700 WEST	129+80.00	10.01 RT	130+26.47	11.22 RT	47							4" DYL	2700 WEST	131+50.60	72.16 LT	133+80.00	90.56 LT					11737			
2700 WEST	129+80.00	21.16 RT	132+71.72	23.59 RT	292							4" BWL	2700 WEST	131+51.53	50.59 LT						1				
2700 WEST	129+80.00	31.59 RT	132+91.49	34.68 RT	312							4" SWL	2700 WEST	131+51.53	50.59 LT					1					
2700 WEST	130+26.47	11.22 RT	132+98.95	13.06 RT	273							4" S&BYL	2700 WEST	131+51.53	50.59 LT	133+80.00	50.21 LT		229						
2700 WEST	130+26.91	3.89 LT	133+00.51	1.64 RT	274							4" S&BYL	2700 WEST	132+71.72	23.59 RT	132+97.12	23.58 RT	26						4" SWL	
2700 WEST	130+60.86	36.25 LT	131+26.48	50.42 LT						1797			2700 WEST	133+61.33	12.65 RT	133+80.00	12.86 RT	19						4" S&BYL	
2700 WEST	130+74.78	61.45 LT	131+25.72	50.55 LT		63							2700 WEST	133+62.75	1.39 RT	133+80.00	1.33 RT	18						4" S&BYL	
2700 WEST	130+82.80	20.66 LT	133+80.00	17.52 LT			3676						2700 WEST	133+64.69	23.50 RT	133+80.00	23.45 RT	16						4" BWL	
2700 WEST	132+74.30	64.48 LT									1		2700 WEST	133+66.58	34.35 RT	133+80.00	34.32 RT	14						4" SWL	
2700 WEST	132+85.90	67.81 LT									1		TOTAL					1823	292	3676	2	2	13534	3	

06-JUL-2021 D:\N File: IP: P:\P\ad423537\WVC\_BKL\_5\_RM-03.dgn

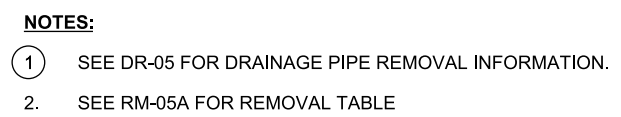
REV	DATE	DESCRIPTION	Designed By	CivilScience Engineers   Surveyors   Solutions	NDC-01 REVIEW NOT FOR CONSTRUCTION	UTA		REMOVAL PLAN	WEST VALLEY CITY WVC_BLK_5 2700 WEST BIKE LANES	CADD Filename WVC_BKL_5_RM-03.dgn	
			Drawn By							UTA Contract No. 18-2399TP	
			Checked By							Drawing	Sheet No.
			MSN							RM-03	3 OF 16
			Approved By								
			ALK								







<div>06-JUL-2021</div> <div>DGN File: IP</div> <div>△</div> <div>△</div> <div>△</div> <div>△</div> <div>1</div>			Designed By	<div><div><div></div></div><div>CivilScience</div><div>Engineers   Surveyors   Solutions</div></div>	<div>U T A</div> <div><div></div><div></div><div></div></div>	<div>REMOVAL PLAN</div> <div>WEST VALLEY CITY</div> <div>WVC_BLK_5</div> <div>2700 WEST BIKE LANES</div>		CADD Filename	
	WVC_BKL_5_RM-04.dgn								
	UTA Contract No.								
				Drawn By			18-2399TP		
				Checked By			Drawing		
			MSN		Sheet No.				
	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By	<div>NDC-01 REVIEW</div> <div>NOT FOR CONSTRUCTION</div>	RM-04		4 OF 16		
			ALK						
REV	DATE	DESCRIPTION							






<div style="writing-mode: vertical-rl; transform: rotate(180deg);">             06/25/2021              06/25/2021              06/25/2021              06/25/2021              06/25/2021              06/25/2021           </div>			Designed By			<div style="text-align: center;"> <p>REMOVAL PLAN</p> <p>WEST VALLEY CITY</p> <p>WVC_BLK_5</p> <p>2700 WEST BIKE LANES</p> </div>	CADD Filename WVC_BKL_5_RM-05.dgn	
			Drawn By				UTA Contract No. 18-2399TP	
			Checked By				Drawing	Sheet No.
			MSN				RM-05	5 OF 16
		06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By	<div style="text-align: center;"> <p>NDC-01 REVIEW</p> <p>NOT FOR CONSTRUCTION</p> </div>			
	REV	DATE	DESCRIPTION	ALK				

REMOVAL SUMMARY RM-05																	
LINE	FROM		TO		REMOVE PAVEMENT MARKING	REMOVE PAVEMENT MESSAGE	REMOVE FENCE	REMOVE HMA	REMOVE CONCRETE FLATWORK	REMOVE BENCH	REMOVE GATE POST	REMOVE FENCE GATE	REMOVE SIGN LESS THAN 20 SQFT	REMOVE CONCRETE SIDEWALK	CLEAR AND GRUB	REMOVE TREE	REMARKS
	STATION	OFFSET	STATION	OFFSET	FEET	EACH	FEET	SQUARE FEET	SQUARE FEET	EACH	EACH	EACH	EACH	SQUARE FEET	SQUARE FEET	EACH	
2700 WEST	137+80.00	66.67 LT	141+24.89	50.00 LT											14118		
2700 WEST	137+80.00	49.98 LT	141+23.32	50.05 LT			344										
2700 WEST	137+80.00	17.47 LT	141+80.00	17.65 LT				6113									
2700 WEST	137+80.00	10.75 LT	141+80.00	10.80 LT	400												4" BWL
2700 WEST	137+80.00	0.84 RT	141+80.00	0.98 RT	400												4" S&BYL
2700 WEST	137+80.00	12.37 RT	141+80.00	12.40 RT	400												4" S&BYL
2700 WEST	137+80.00	23.15 RT	141+80.00	23.16 RT	400												4" BWL
2700 WEST	137+80.00	33.78 RT	141+80.00	34.00 RT	400												4" SWL
2700 WEST	137+88.00	60.57 LT														1	
2700 WEST	137+96.38	60.18 LT														1	
2700 WEST	138+02.27	60.83 LT														1	
2700 WEST	138+10.52	59.69 LT														1	
2700 WEST	138+15.55	60.31 LT														1	
2700 WEST	138+25.95	62.35 LT														1	
2700 WEST	138+40.21	63.03 LT														1	
2700 WEST	138+49.79	54.14 LT														1	
2700 WEST	138+58.17	63.53 LT														1	
2700 WEST	138+02.47	24.63 LT	138+20.74	40.32 LT					282								
2700 WEST	138+29.14	34.26 LT	138+34.54	37.29 LT					18								
2700 WEST	138+31.76	36.17 LT								1							
2700 WEST	138+68.11	35.86 RT				1											HELMETED BICYCLIST
2700 WEST	138+75.40	36.10 RT				1											ARROW
2700 WEST	141+23.32	50.05 LT									1						
2700 WEST	141+23.32	50.05 LT										1					
2700 WEST	141+52.19	91.15 LT	141+72.19	50.09 LT											983		
2700 WEST	141+53.09	50.16 LT										1					
2700 WEST	141+53.09	50.16 LT									1						
2700 WEST	141+53.09	50.16 LT	141+61.92	50.21 LT			9										
2700 WEST	141+70.90	47.12 LT											1				
2700 WEST	141+72.03	49.95 LT	141+80.00	44.10 LT										46			
TOTAL					2000	2	353	6113	300	1	2	2	1	46	15101	9	

06-JUL-2021 DCN File: IP: P:\P\p\0423537\WVC\_BLK\_5\_RM-05A.dgn

△			Designed By
△			TCV
△			Drawn By
△			TWR
△			Checked By
△			MSN
△	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By
△	REV	DATE	DESCRIPTION
			ALK

Designed By	TCV
Drawn By	TWR
Checked By	MSN
Approved By	ALK



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NDC-01 REVIEW  
NOT FOR CONSTRUCTION



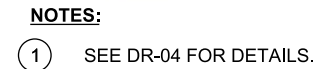
UTA

REMOVAL PLAN

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

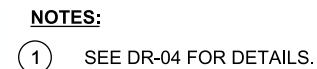
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UTA Contract No. 18-2399TP	
Drawing RM-05A	Sheet No. 6 OF 16







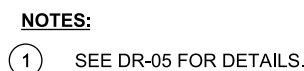
16-JUL-2021 06/25/2021	△		Designed By	  NDC-01 REVIEW NOT FOR CONSTRUCTION		<div>UTILITY PLAN</div> <div>WEST VALLEY CITY WVC_BLK_5 2700 WEST BIKE LANES</div>	CADD Filename WVC_BKL_5_UT-03.dgn	
	△		TCV				UTA Contract No. 18-2399TP	
	△		Drawn By				Drawing UT-03	Sheet No. 3 OF 15
	△		TWR					
	△		Checked By					
	△		MSN	Approved By				
	1	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	ALK				
	REV	DATE	DESCRIPTION					





<div>16-JUL-2021</div> <div>17-AUG-2021</div> <div>18-SEP-2021</div> <div>19-OCT-2021</div> <div>20-NOV-2021</div> <div>21-DEC-2021</div>			Designed By	<div><div></div><div>CivilScience</div><div>Engineers   Surveyors   Solutions</div></div>	<div><div>U</div><div>T</div><div>A</div><div></div></div>	<div>UTILITY PLAN</div> <div>WEST VALLEY CITY</div> <div>WVC_BLK_5</div> <div>2700 WEST BIKE LANES</div>	CADD Filename		
			Drawn By				TWR	UTA Contract No.	
			Checked By				MSN	Drawing	Sheet No.
	06/25/2021	NDC-001 STATE SIDEWALK CHANGES	Approved By				ALK	UT-04	4 OF 15
	REV	DATE	DESCRIPTION		NDC-01 REVIEW NOT FOR CONSTRUCTION				





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UTILITY PLAN

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename	
WVC_BKL_5_UT-05.dgn	
UTA Contract No.	
18-2399TP	
Drawing	Sheet No.
UT-05	5 OF 15

ELECTRICAL SYMBOLS	
SYMBOL	EXPLANATION
	BRANCH CIRCUIT
	BRANCH CIRCUIT CONCEALED IN GROUND
	LIGHTING BRANCH CIRCUIT CONCEALED IN GROUND. UNLESS OTHERWISE NOTED 2" CONDUIT (2)#6 RHH/USE-2/RHW-2 CU, #6 GROUND.
	BRANCH CIRCUIT HOMERUNS TO PANEL
	KEYED NOTE REFERENCE
	FEEDER TAG (SEE FEEDER SCHEDULE)
	METERING EQUIPMENT OR UTILITY CONNECTION CABINET
	LIGHTING AND POWER PANELBOARD
	CONDUIT STUB
	JUNCTION BOX
F1	FIXTURE TYPE SYMBOL
	DECORATIVE POLE MOUNTED FIXTURE
	DUPLEX RECEPTACLE OUTLET
	WP ——— MODIFIER A-3 ——— PANEL SPACE ASSIGNMENT REF ——— EQUIPMENT DESIGNATION
	————— WEST VALLEY CITY STREET LIGHT ID ————— CIRCUIT
NOTE: ALL SYMBOLS MAY NOT BE USED.	

WEST VALLEY STREET LIGHT GENERAL NOTES:	
1.	ALL STREET LIGHTING WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE WEST VALLEY CITY STREET LIGHTING STANDARDS AND THE APWA STANDARD PLANS AND SPECIFICATIONS.
2.	ELECTRICAL CONTRACTOR SHALL CONTACT WEST VALLEY CITY AT 801-955-3726 PRIOR TO COMMENCEMENT OF CONSTRUCTION.
3.	CONTRACTOR SHALL BE RESPONSIBLE TO INSPECT POLES AND FIXTURES UPON DELIVERY TO THE JOB SITE AND TO PROTECT THE SAME FROM DAMAGE UNTIL INSTALLATION IS COMPLETE AND LIGHTING SYSTEM IS ACCEPTED BY WEST VALLEY CITY.
4.	CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE CONSTRUCTION OF LIGHTING SYSTEM WITH ROCKY MOUNTAIN POWER AND WEST VALLEY CITY. CONFIRM FINAL LOCATION OF ROCKY MOUNTAIN POWER TRANSFORMERS OR SECONDARY BOXES BEFORE STARTING CONSTRUCTION.
5.	ALL LIGHT POLES, FIXTURES, JUNCTION BOXES, TRANSFORMERS OR SECONDARY BOXES, UNDERGROUND CONDUIT AND WIRING SHALL BE PLACED ONLY WITHIN THE PUBLIC STREET RIGHT-OF-WAY AND/OR DESIGNATED PUBLIC UTILITY EASEMENT. ALL UNDERGROUND WORK SHALL BE COMPLETED AND INSPECTED PRIOR TO CONSTRUCTION OF PERMANENT ROADWAY, SIDEWALK, AND CURB AND GUTTER.
6.	ALL ASPECTS OF STREET LIGHTING INSTALLATION SHALL BE INSPECTED BY WEST VALLEY CITY. CALL WEST VALLEY CITY TRANSPORTATION DIVISION AT 801-955-3726 TO SCHEDULE INSPECTIONS AT LEAST 24 HOURS IN ADVANCE. TWO (2) INSPECTIONS WILL BE REQUIRED. ONE (1) POLE AND UNDERGROUND INSTALLATION, AND ONE (1) FINAL INSPECTION AFTER SYSTEM INSTALLATION IS COMPLETED.
7.	ANTICIPATE 12 WEEKS FOR DELIVERY OF STREETLIGHT ASSEMBLIES FROM MANUFACTURER.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
EG-01	ELECTRICAL COVER SHEET
EG-02	INSTALLATION DETAILS SHEET 1
EG-03	INSTALLATION DETAILS SHEET 2
EG-04	INSTALLATION DETAILS SHEET 3
ES-01	ENLARGE ELECTRICAL PLAN STATIONS 122-126
ES-02	ENLARGED ELECTRICAL PLAN STATIONS 126-130
ES-03	ENLARGED ELECTRICAL PLAN STATIONS 130-134
ES-04	ENLARGED ELECTRICAL PLAN STATIONS 134-138
ES-05	ENLARGED ELECTRICAL PLAN STATIONS 138-142
ES-06	ENLARGED ELECTRICAL PLAN STATIONS 142-146
ES-07	ENLARGED ELECTRICAL PLAN STATIONS 146-150
ES-08	ENLARGED ELECTRICAL PLAN STATIONS 150-154
ES-09	ENLARGED ELECTRICAL PLAN STATIONS 154-158
ES-10	ENLARGED ELECTRICAL PLAN STATIONS 158-162
ES-11	ENLARGED ELECTRICAL PLAN STATIONS 162-166
ES-12	ENLARGED ELECTRICAL PLAN STATIONS 166-170
ES-13	ENLARGED ELECTRICAL PLAN STATIONS 170-174
ES-14	ENLARGED ELECTRICAL PLAN STATIONS 174-178
ES-15	ENLARGED ELECTRICAL PLAN STATIONS 178-182

23APR2021

RFC COMMENTS

06JUL2021

NDC-01 STATE CHANGES

REV

DATE

DESCRIPTION

Designed By  
  
BREINHOLT  
POWER  
ENGINEERING

Engineers | Surveyors | Solutions

PERMIT & BID RELEASE

ELECTRICAL COVER SHEET

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

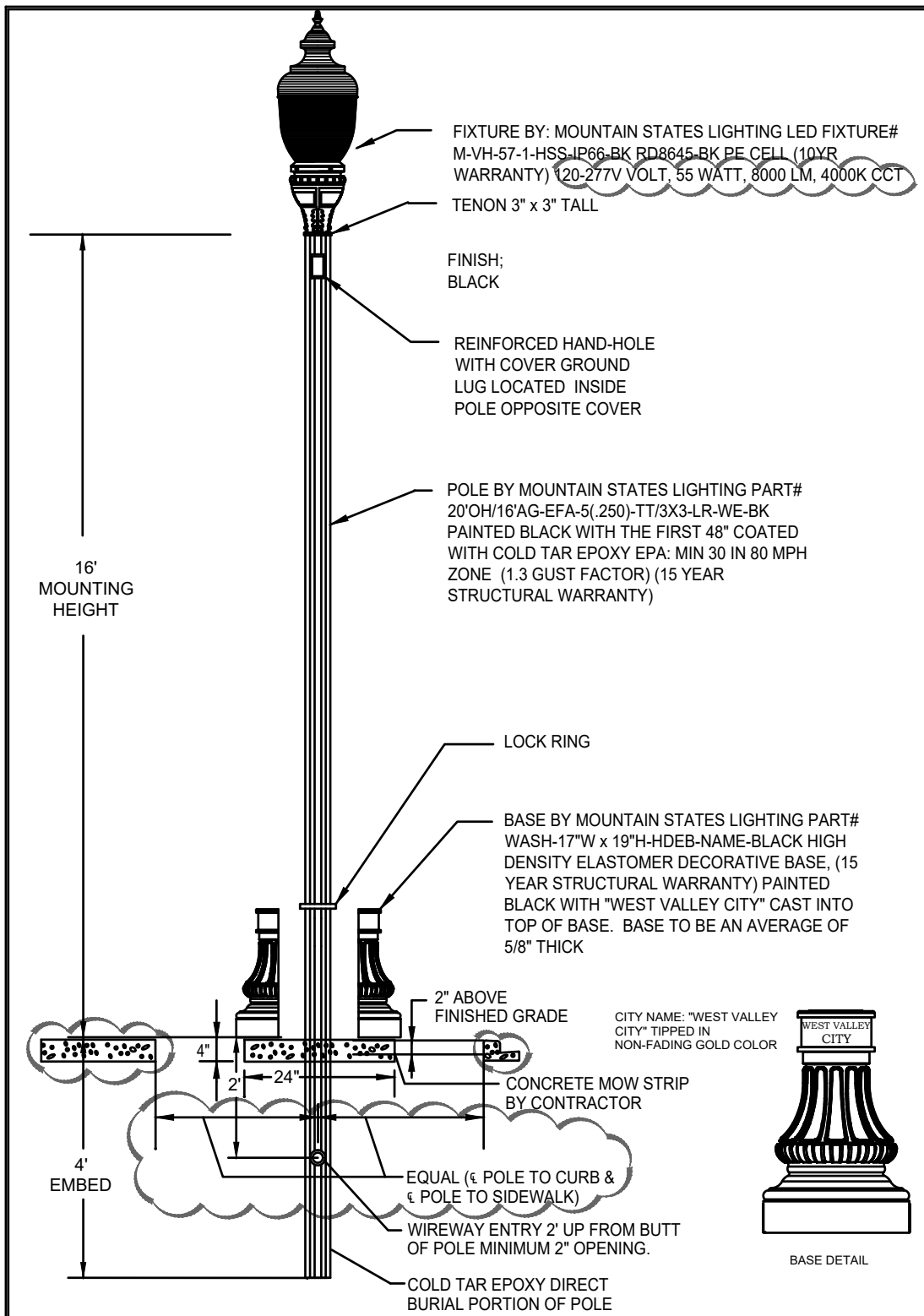
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UTA Contract No.  
18-2399TP

Drawing  
EG-01

Sheet No.  
1 OF 4

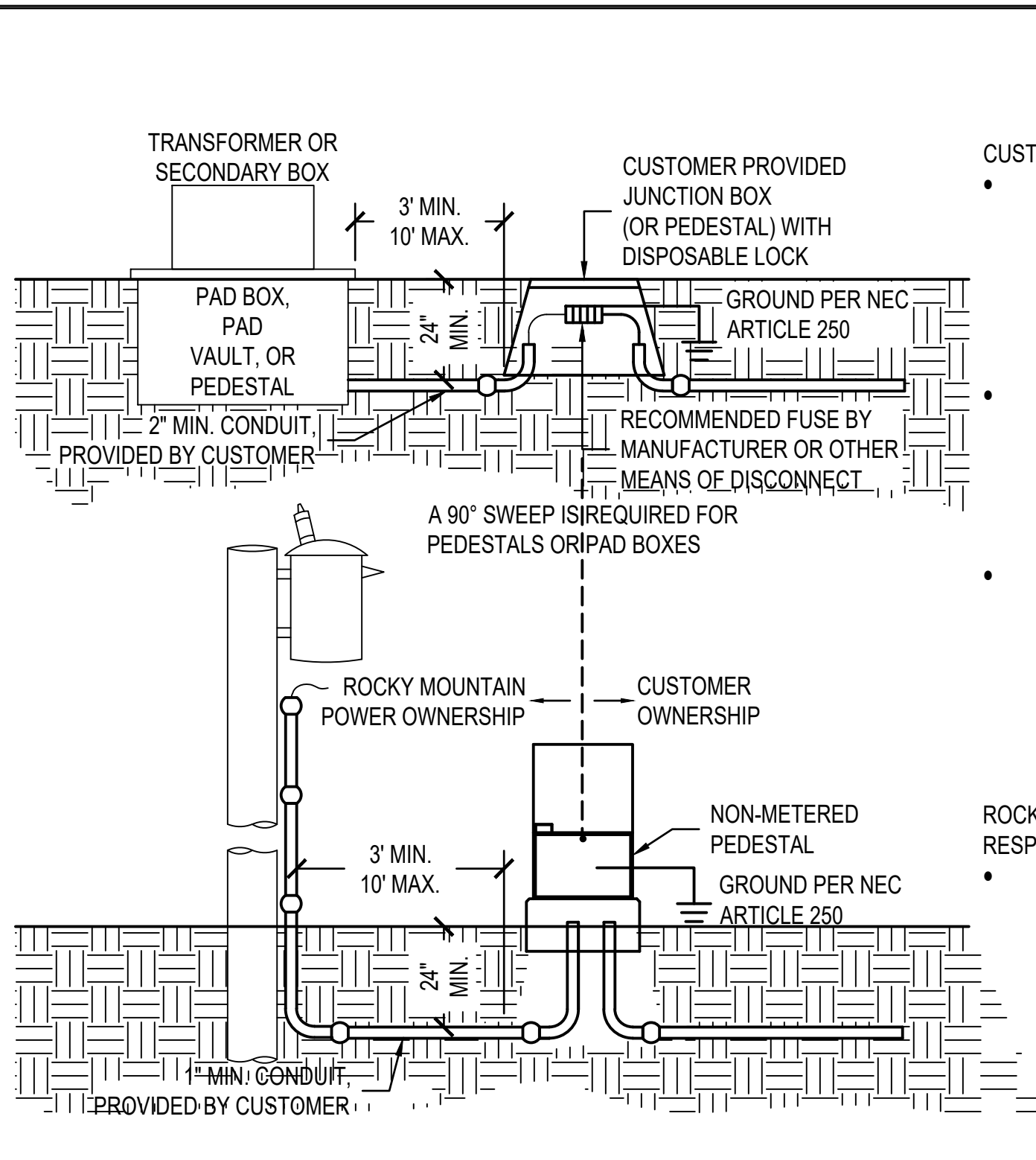




SHEET NO. 3	MODIFIED STANDARD DRAWING		WEST VALLEY CITY PUBLIC WORKS DEPARTMENT TRANSPORTATION DIVISION 3600 CONSTITUTION BOULEVARD WEST VALLEY CITY, UTAH 84119-3720
	LP-03		
	ARTERIAL STREET LIGHT		
	WVC STREET LIGHTING		
DESIGN	DATE	MODIFIED	DATE
DATE	DATE	DATE	DATE

② WVC DETAIL LP-3

SCALE: NTS












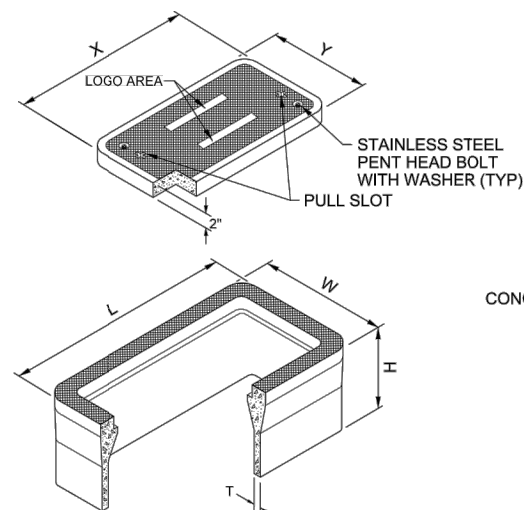
① ROCKY MOUNTAIN POWER STREETLIGHT DIAGRAM

SCALE: NTS

- CUSTOMER IS RESPONSIBLE FOR:
- PROVIDING AND INSTALLING A JUNCTION BOX OR PEDESTAL, CONDUIT, FUSING AND CUSTOMER-OWNED WIRE. THE JUNCTION BOX OR PEDESTAL MUST BE STRONG ENOUGH FOR INCIDENTAL TRAFFIC AREAS.
  - COORDINATING WITH ROCKY MOUNTAIN POWER ON JUNCTION BOX OR PEDESTAL LOCATION AND ALL DIGGING WITHIN THE VICINITY OF ROCKY MOUNTAIN POWER FACILITIES.
  - ENSURING THAT CONSTRUCTION OF NEW OR REMODELED INSTALLATIONS CONFORM TO APPLICABLE PROVISIONS OF THE NEC STATE RULES AS WELL AS CITY AND COUNTY CODES.

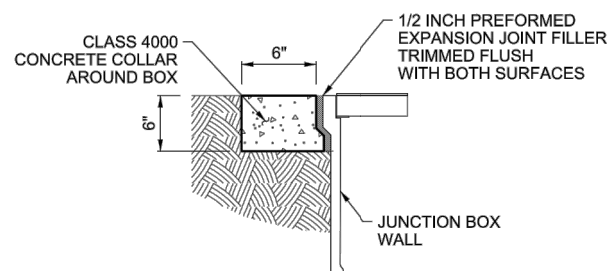
- ROCKY MOUNTAIN POWER IS RESPONSIBLE FOR:
- INSTALLING AND CONNECTING WIRE FROM ROCKY MOUNTAIN POWER FACILITIES TO THE POINT OF DISCONNECT.

    	23APR2021	RFC COMMENTS	 	 PERMIT & BID RELEASE		INSTALLATION DETAILS SHEET 1  WEST VALLEY CITY WVC_BLK_5 2700 WEST BIKE LANES	CADD Filename EG-01 ELECTRICAL COVER SHEET.dwg	
	06JUL2021	NDC-01 STATE CHANGES					UTA Contract No. 18-2399TP	
	REV	DATE					Drawing	Sheet No.
							EG-02	2 OF 4



**POLYMER-CONCRETE  
JUNCTION BOX DETAIL**

BOX TYPE	"H" INCH	"L" INCH	"T" INCH	"W" INCH	"X" INCH	"Y" INCH	"Z" INCH
I-PC	24	25	1 1/2	16	23 1/4	13 1/4	2
II-PC	24	37 1/2	1 1/2	26	35 1/2	24	3
III-PC	24	49 1/2	2	32 1/2	47 1/2	30 1/2	3



**JUNCTION BOX  
CONCRETE COLLAR DETAIL**

1/2 INCH PREFORMED EXPANSION JOINT FILLER TRIMMED FLUSH WITH BOTH SURFACES (ONLY REQUIRED IN AREAS WITH PATTERNED CONCRETE PARKSTRIP)

4" MIN

**SECTION A-A**

1/2 INCH PREFORMED EXPANSION JOINT FILLER TRIMMED FLUSH WITH BOTH SURFACES

VARIES

1/2 INCH PREFORMED EXPANSION JOINT FILLER TRIMMED FLUSH WITH BOTH SURFACES

CONCRETE CAP OVER LID SEE NOTE 1

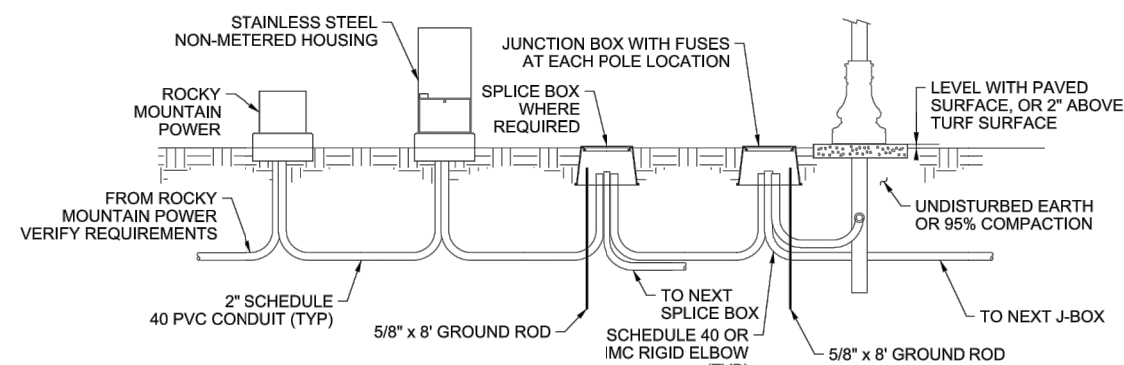
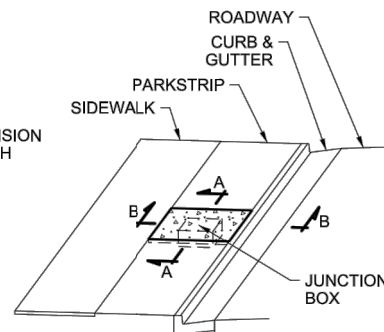
SIDEWALK  
VISQUEEN LAYER  
BETWEEN CONCRETE  
CAP AND JUNCTION BOX

**SECTION B-B**

**JUNCTION BOX CONCRETE CAP DETAIL**

NOTE:

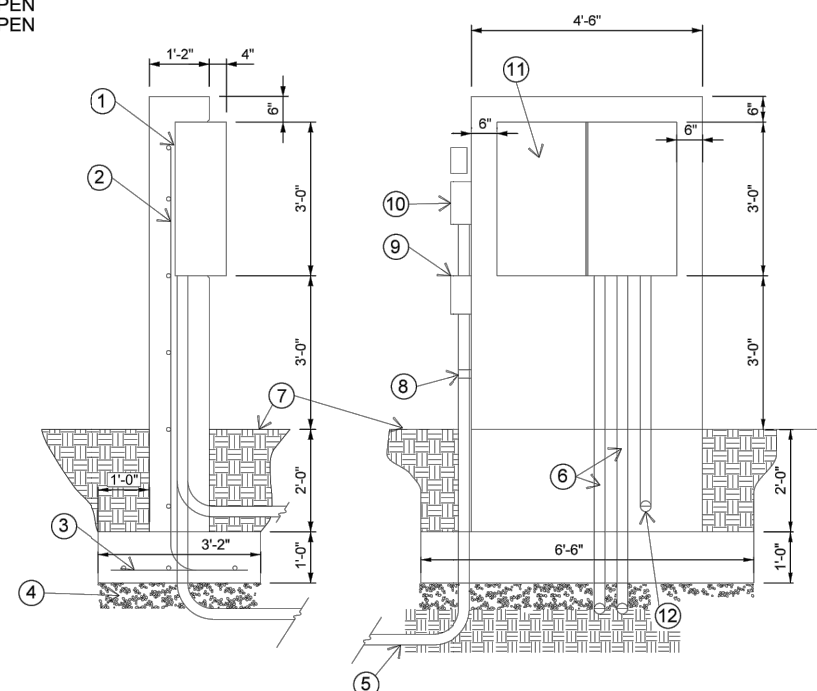
1. IF JUNCTION BOX IS IN A PATTERNED CONCRETE PARKSTRIP AREA THE CONCRETE CAP IS TO BE PATTERNED CONCRETE PARKSTRIP WITH AN EXPANSION JOINT AROUND ALL 4 SIDES OF THE CAP. OTHER AREAS TO BE CLASS 4000 CONCRETE.



**STREET LIGHT UNDERGROUND SYSTEM**

#### BREAKER LEGEND

- #1 IRRIGATION CONTROLLER  
#2 DUPLEX OUTLET IN ENCLOSURE  
#3 OPEN  
#4 OPEN  
#5 OPEN



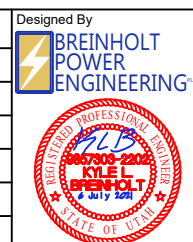
#### NOTES:

- INSTALL PER MANUFACTURE'S SPECIFICATIONS.
- ALL CONDUIT ABOVE GROUND SHALL SCH. 80 PIPE.
- USE 14AWG PE SOLID COPPER, DIRECT BURY CABLE, ORANGE FOR THE MASTER VALVE AND PURPLE FOR THE FLOW SENSOR. WHITE FOR THE COMMONS NEEDED.
- USE 1/4"X 2" HEX BOLTS SET THROUGH MOUNTING BRACKETS AND SET INTO CONCRETE. COVER ENCLOSURE WITH 1/16" CARD BOARD PRIOR TO CONCRETE POUR.
- (3) #5 VERTICAL REBAR AT 12" O.C. AND (5) #4 HORIZONTAL REBAR AT 18" O.C.
- (5) #4 LATERAL REBAR AT 18" O.C. AND (3) #4 LONGITUDINAL REBAR AT 12" O.C.
- 6" UNTREATED BASE COURSE COMPACT TO 95%.
- ROCKY MOUNTAIN POWER SERVICE CONDUIT TO METER BASE, SIZE CONDUIT AS REQUIRED BY ROCKY MOUNTAIN POWER.
- (2) 2" PVC ELECTRICAL CONDUIT (UTOPIA).
- FINISH GRADE.
- TIE CONDUIT TO PEDESTAL WITH UNISTRUT THIS LOCATION.
- PULL SECTION
- METER/MAIN INSTALLED IN ACCORDANCE WITH ROCKY MOUNTAIN POWER SPECIFICATIONS PLACE ON STREET-SIDE OF THE ENCLOSURE.
- HOFFMAN A-364212WLFP WITH PANEL. PLACE 2 STANDARD 20 AMP BREAKERS IN LEFT SIDE OF ENCLOSURE. WIRE AS CIRCUITS INDICATE IN LEGEND. RIGHT SIDE OF ENCLOSURE TO BE USED FOR IRRIGATION CONTROLLER AND DUPLEX OUTLET. PLACE DUPLEX OUTLET IN BOTTOM OF ENCLOSURE.
- PLACE AND EXTEND PVC CONDUIT FOR IRRIGATION CONTROLLER WIRES AT THIS LOCATION WITH 18" MINIMUM COVER. SIZE PVC CONDUIT NUMBER OF CONTROLLER WIRES REQUIRED FOR THIS APPLICATION.

## ② STREETLIGHT UNDERGROUND INSTALLATION DETAIL

## ① IRRIGATION CONTROLLER INSTALLATION DETAIL

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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION



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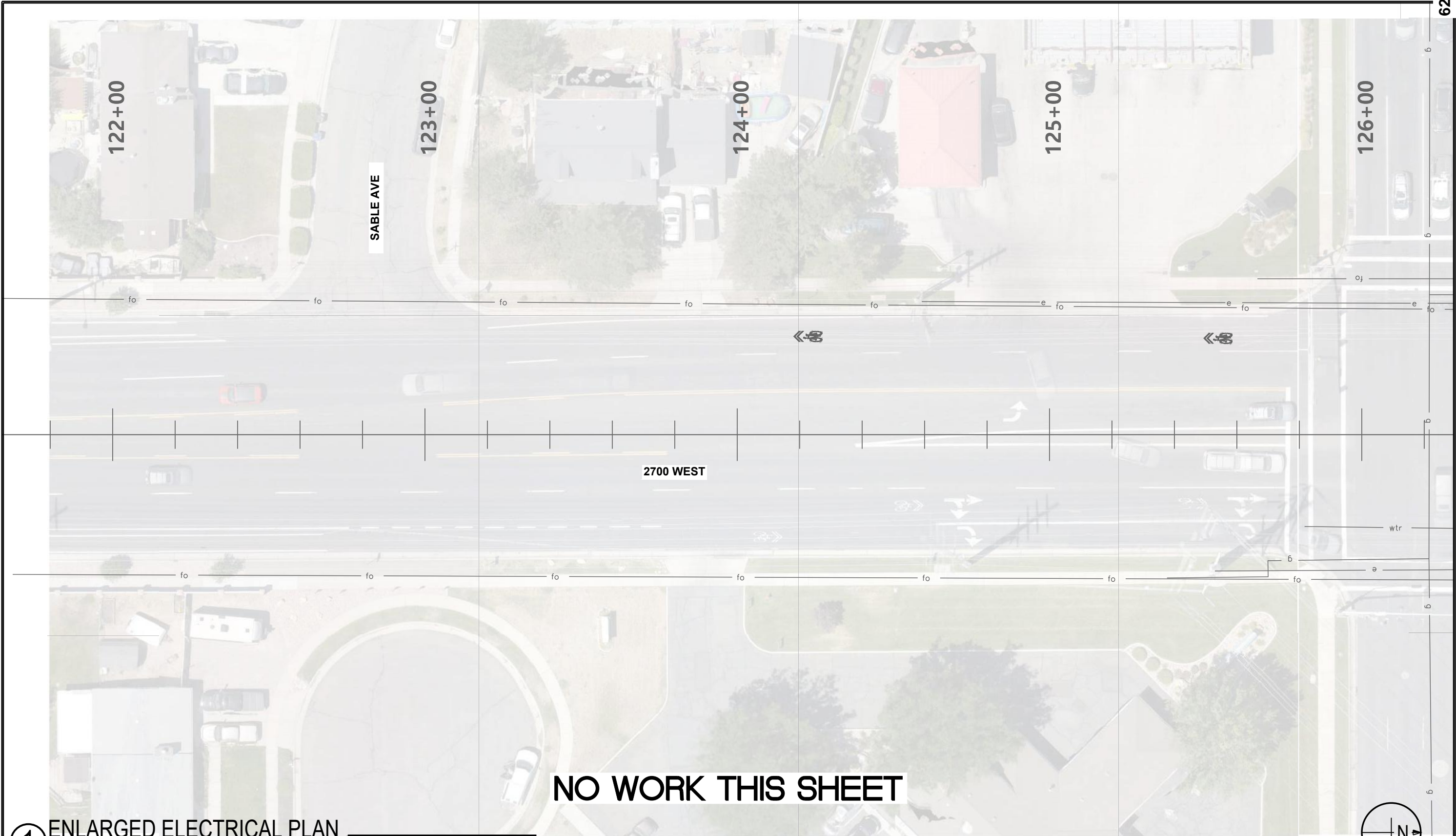
INSTALLATION DETAILS SHEET 2

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename	EG-01 ELECTRICAL COVER SHEET.dwg
UTA Contract No.	18-2399TP
Drawing	EG-03
Sheet No.	3 OF 4



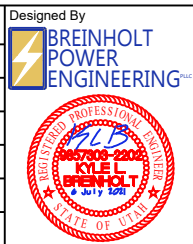




1 ENLARGED ELECTRICAL PLAN  
SCALE: 1" = 30'-0"



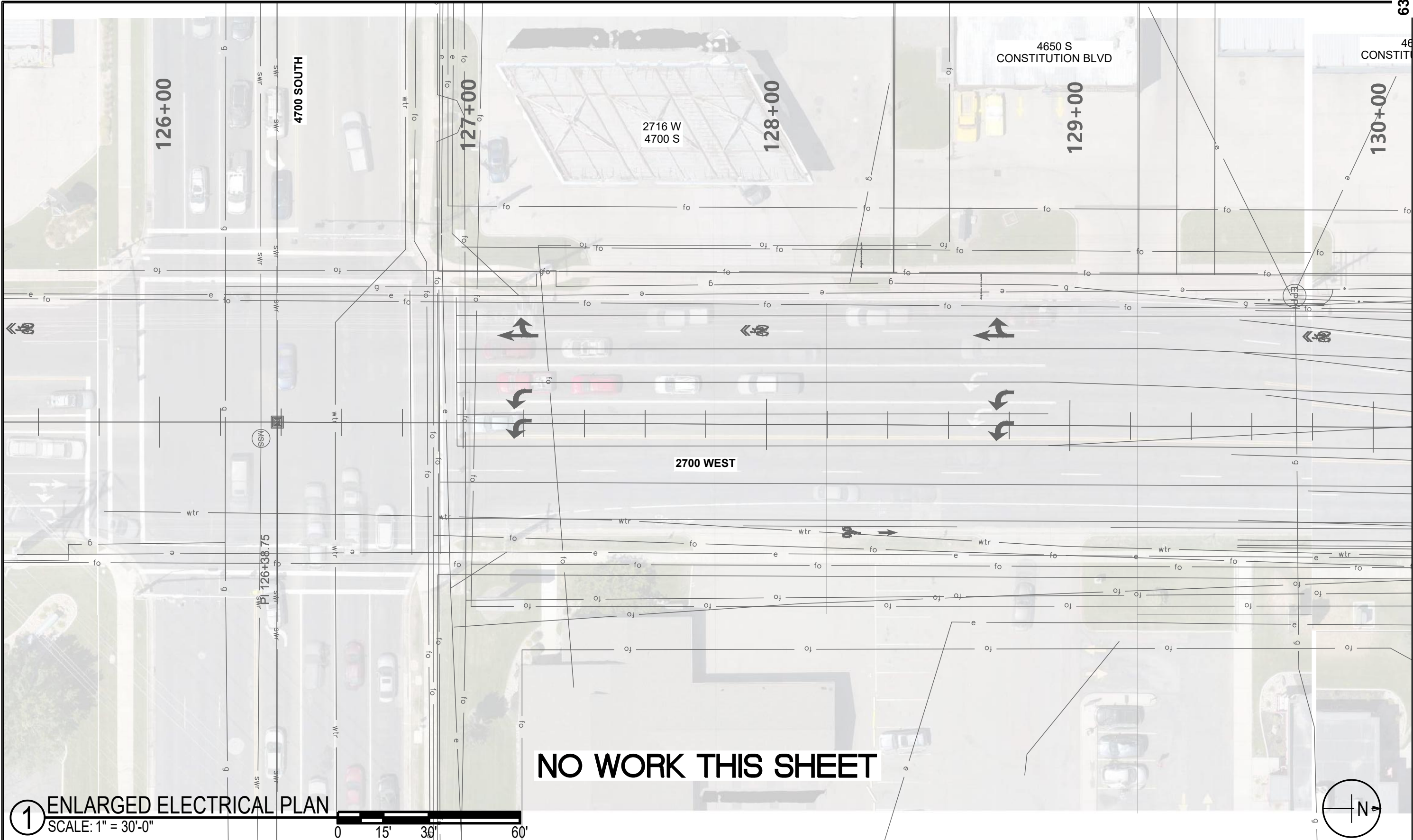
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△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION



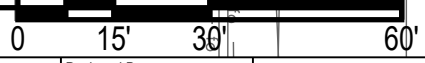
ENLARGE ELECTRICAL PLAN STATIONS 122-126

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename	
EP-0x.dwg	
UTA Contract No.	
18-2399TP	
Drawing	Sheet No.
ES-01	1 OF 15



1 ENLARGED ELECTRICAL PLAN  
SCALE: 1" = 30'-0"



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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

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ENLARGED ELECTRICAL PLAN STATIONS 126-130

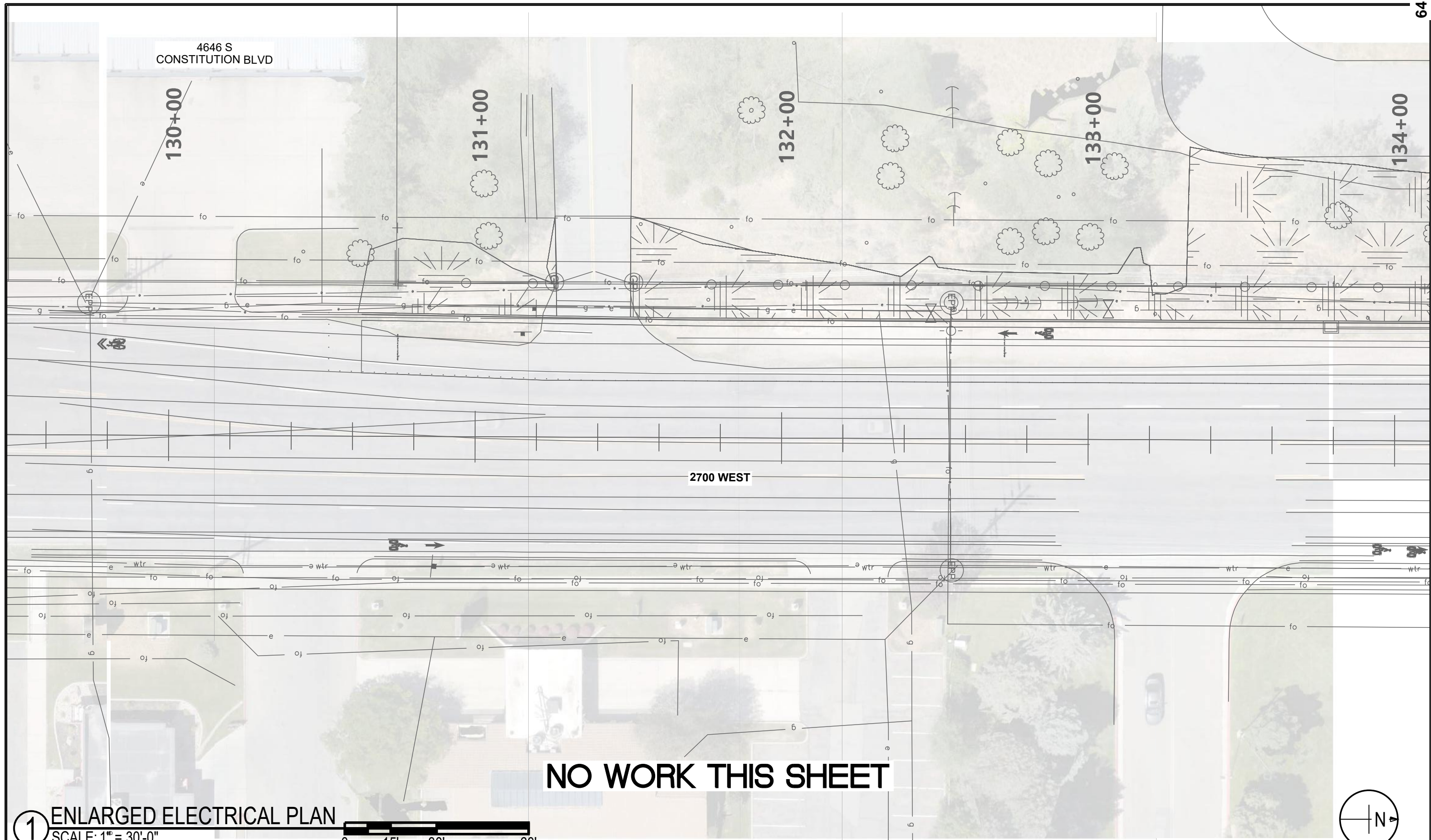
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WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename  
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UTA Contract No.  
**18-2399TP**

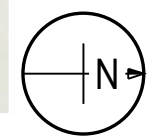
Drawing	Sheet No.
ES-02	2 OF 15





**1 ENLARGED ELECTRICAL PLAN**  
SCALE: 1" = 30'-0"

0 15' 30' 60'



REV	DATE	DESCRIPTION
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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES

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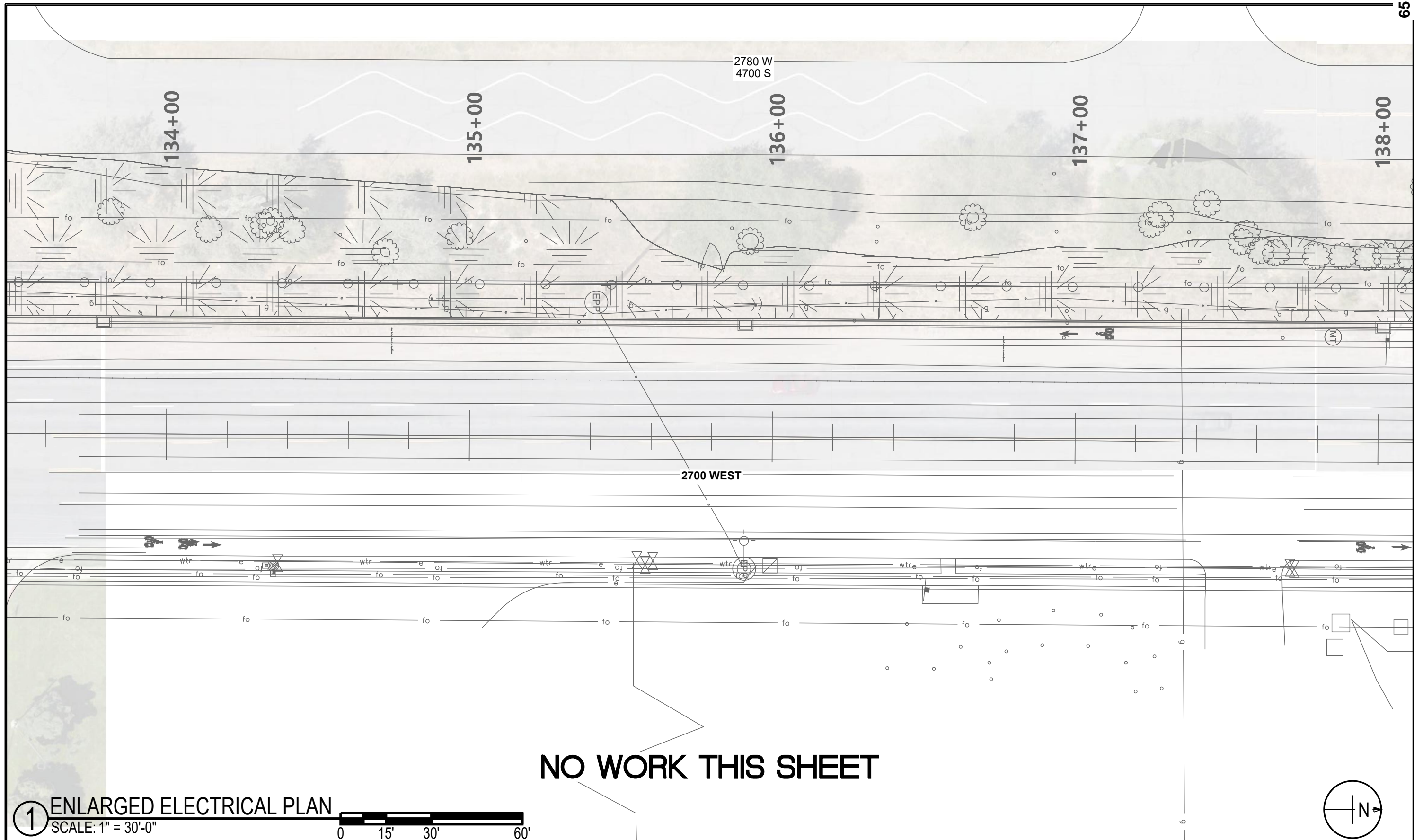
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ENLARGED ELECTRICAL PLAN STATIONS 130-134

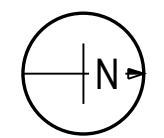
WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename <b>EP-Ox.dwg</b>	
UTA Contract No. <b>18-2399TP</b>	
Drawing <b>ES-03</b>	Sheet No. <b>3 OF 15</b>



**1** ENLARGED ELECTRICAL PLAN  
SCALE: 1" = 30'-0"

0 15' 30' 60'



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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

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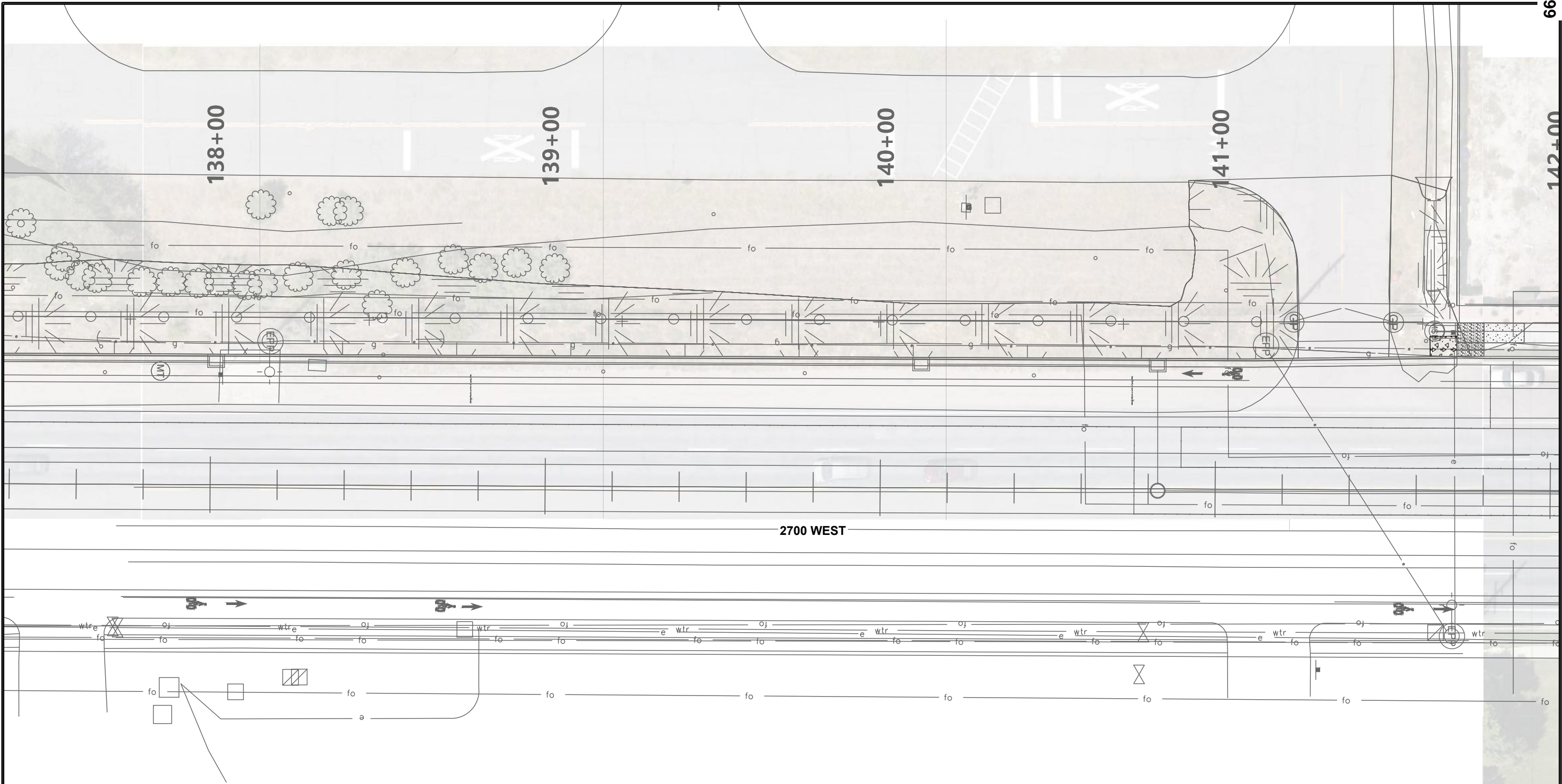
**PERMIT & BID RELEASE**

ENLARGED ELECTRICAL PLAN STATIONS 134-138

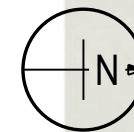
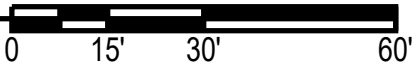
WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

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Drawing <b>ES-04</b>	Sheet No. <b>4 OF 15</b>

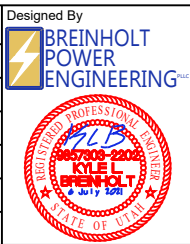




**1 ENLARGED ELECTRICAL PLAN**  
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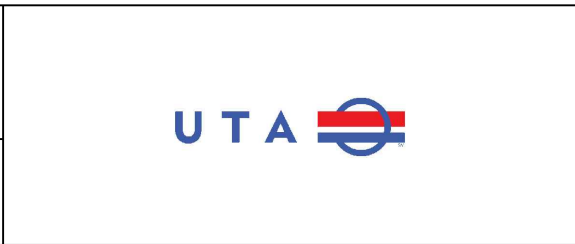
REV	DATE	DESCRIPTION
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△	23APR2021	RFC COMMENTS
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ENLARGED ELECTRICAL PLAN STATIONS 138-142

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

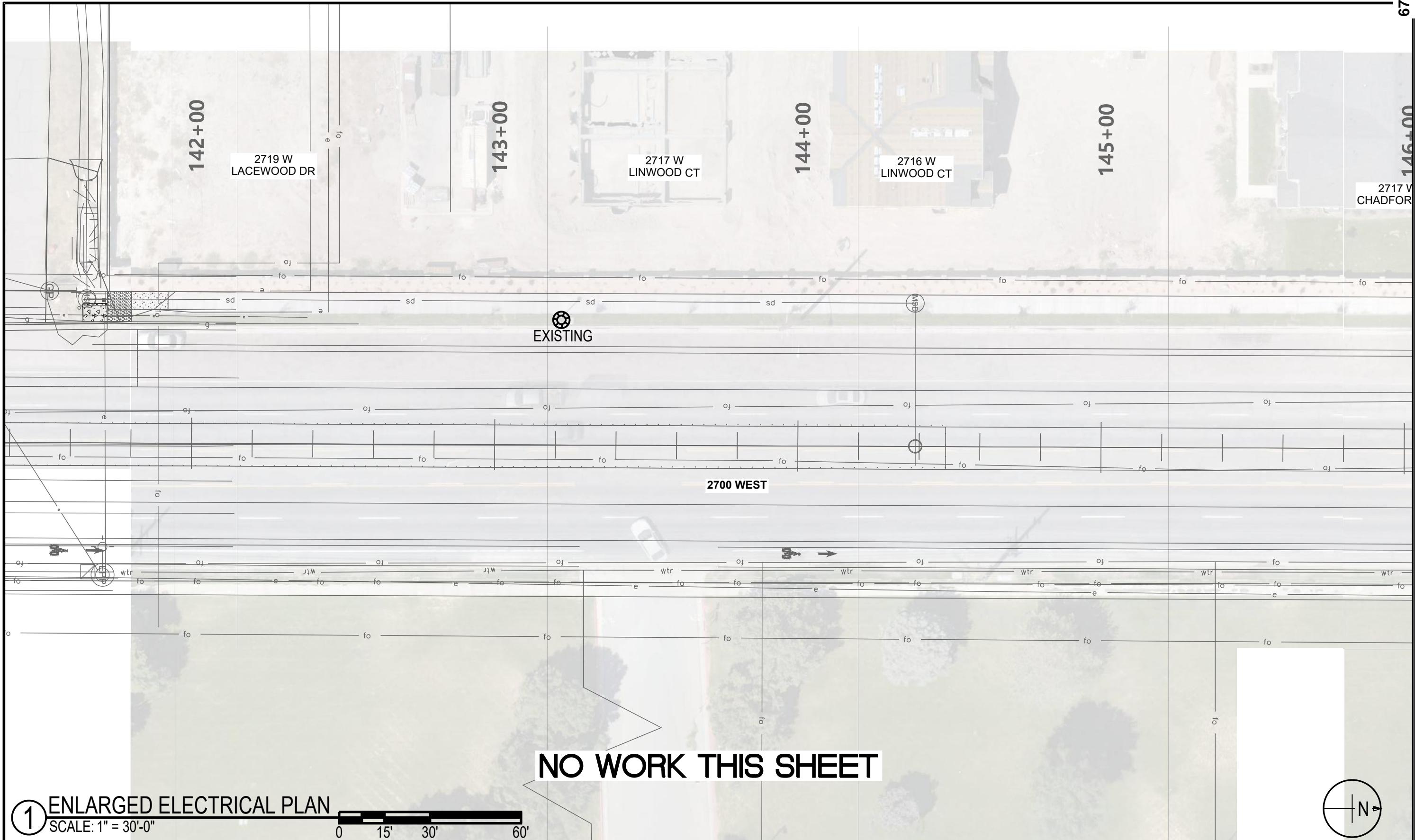
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UTA Contract No.  
**18-2399TP**

Drawing  
**ES-05**

Sheet No.  
**5 OF 15**





**1** ENLARGED ELECTRICAL PLAN  
SCALE: 1" = 30'-0"

0 15' 30' 60'

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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

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**KYLE  
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STATE OF UTAH

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ENLARGED ELECTRICAL PLAN STATIONS 142-146

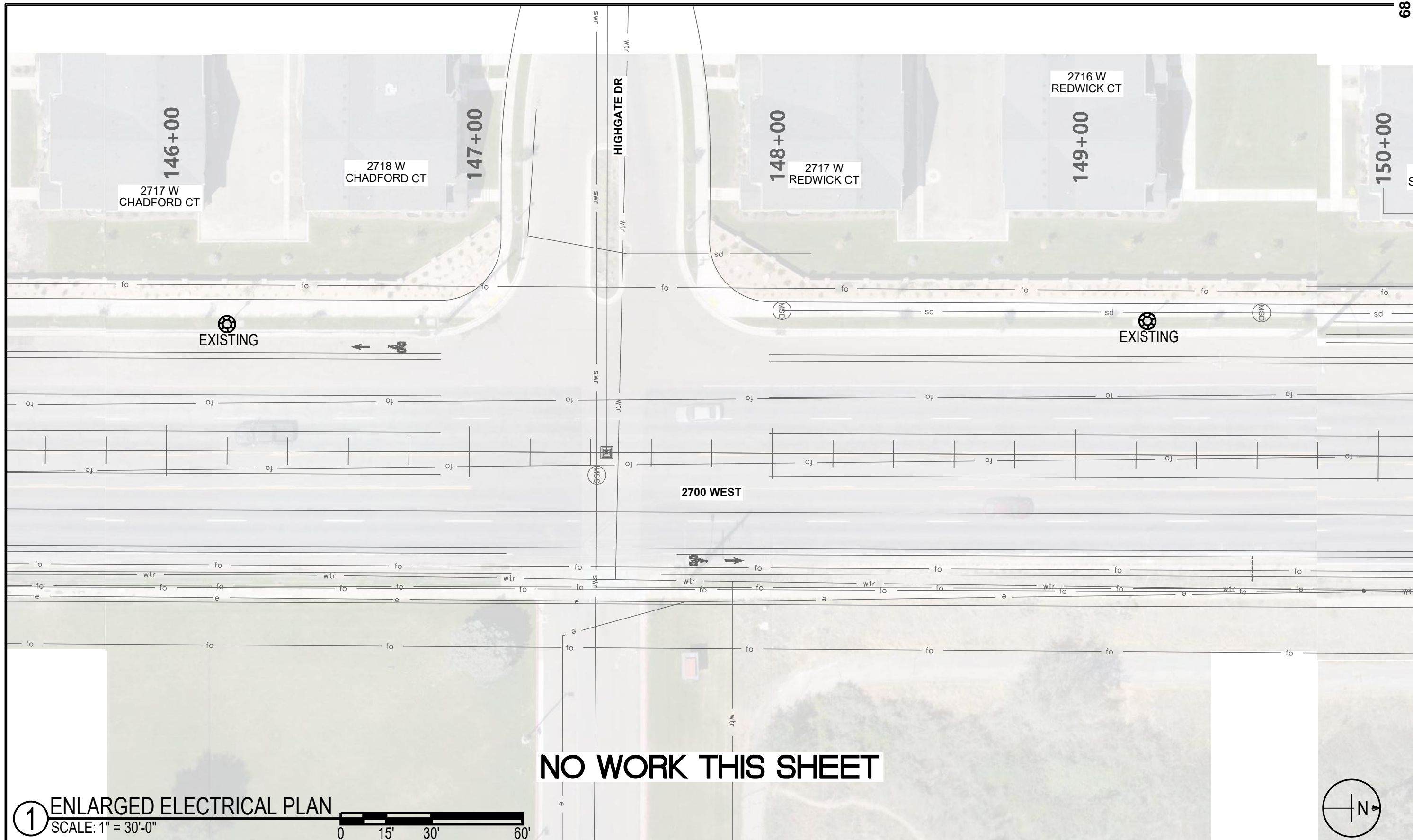
WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

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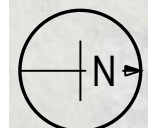
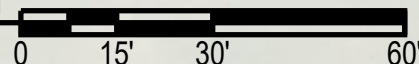
UTA Contract No.  
**18-2399TP**

Drawing  
**ES-06**

Sheet No.  
**6 OF 15**



1 ENLARGED ELECTRICAL PLAN  
SCALE: 1" = 30'-0"



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△	23APR2021	RFC COMMENTS
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REV	DATE	DESCRIPTION

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ENLARGED ELECTRICAL PLAN STATIONS 146-150

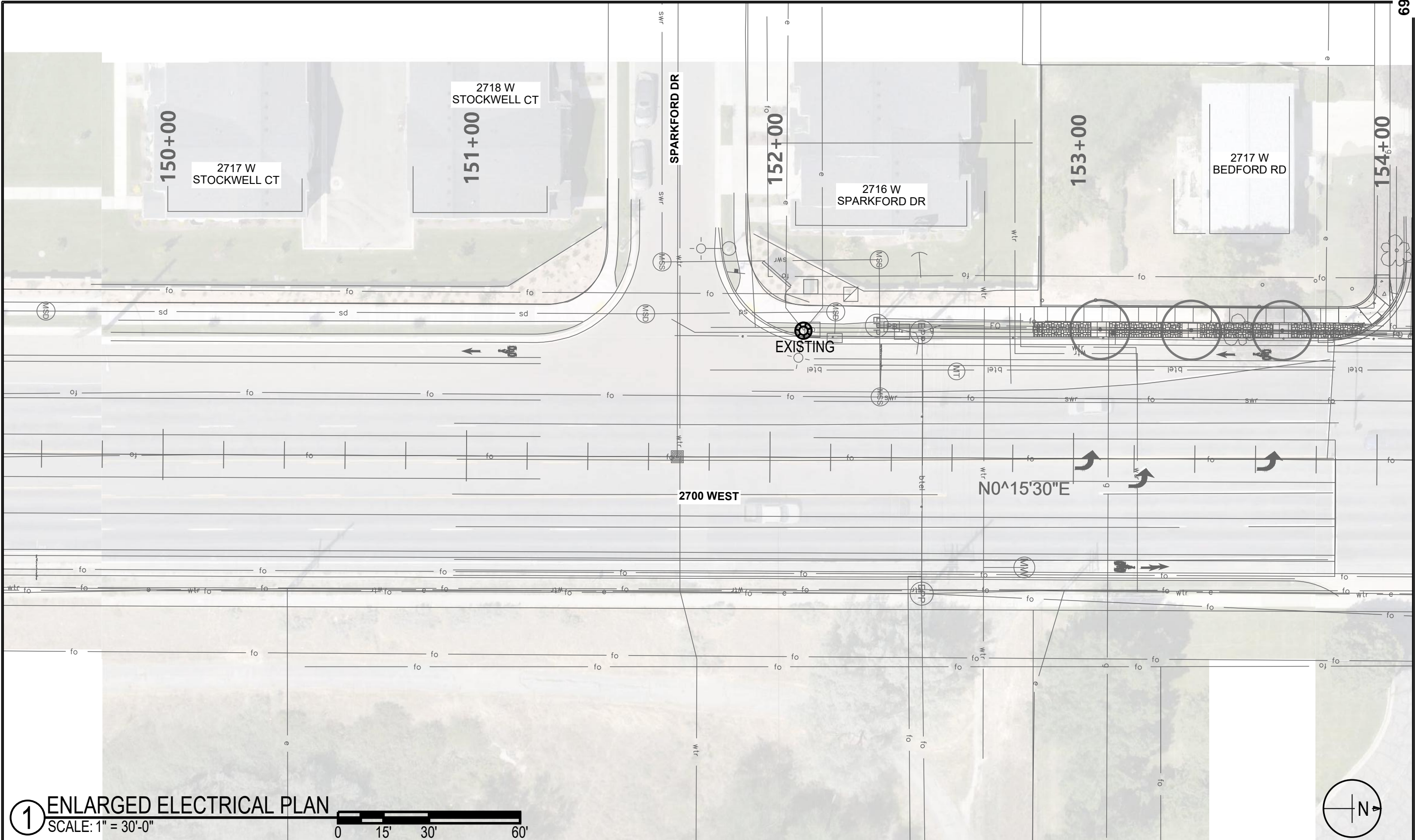
WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename  
**EP-0x.dwg**

UTA Contract No.  
**18-2399TP**

Drawing	Sheet No.
ES-07	7 OF 15





REV	DATE	DESCRIPTION
1	23APR2021	RFC COMMENTS
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ENLARGED ELECTRICAL PLAN STATIONS 150-154

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

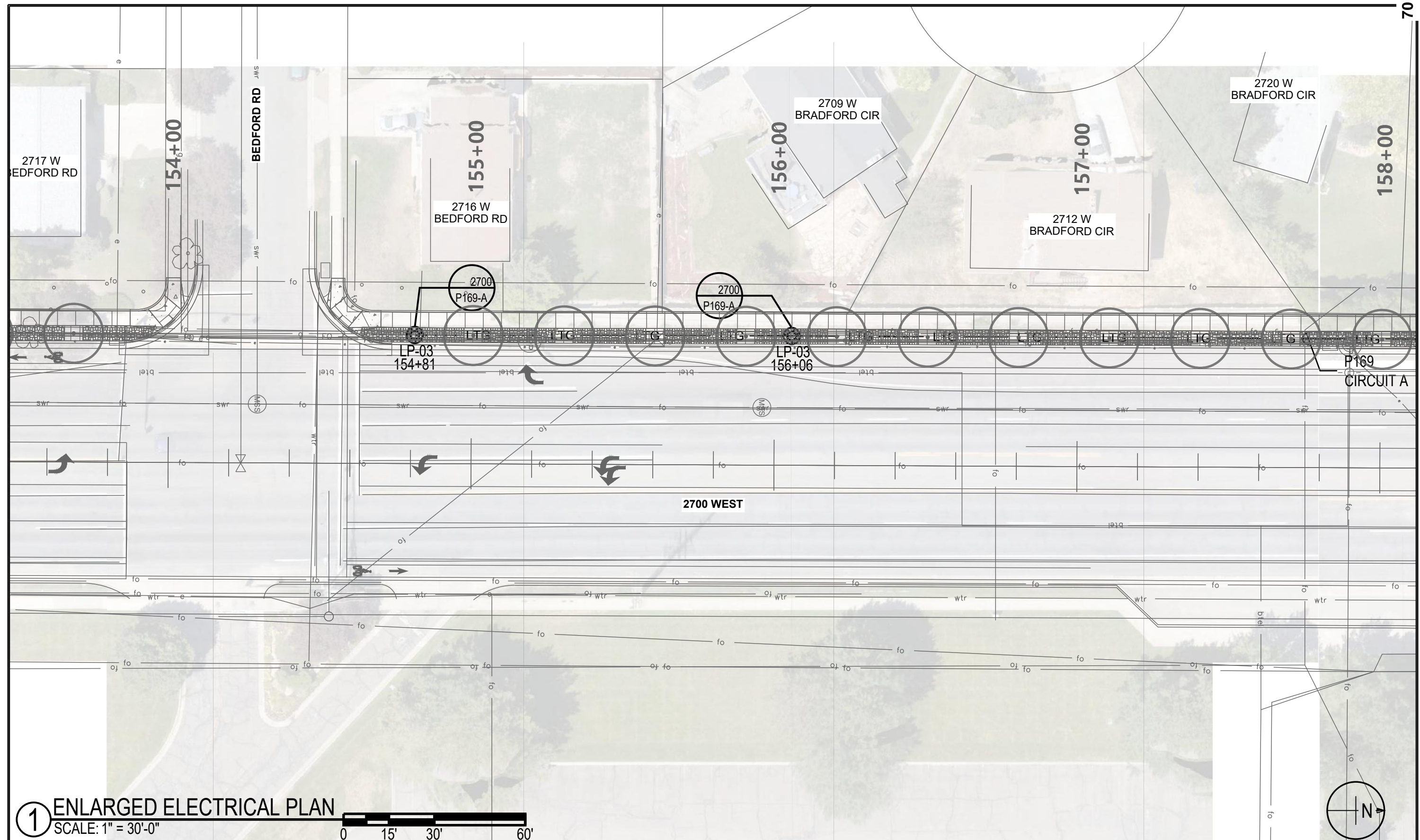
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UTA Contract No.  
**18-2399TP**








Drawing  
**ES-08**

Sheet No.  
**8 OF 15**





**1 ENLARGED ELECTRICAL PLAN**  
SCALE: 1" = 30'-0"

		
		
		
		
		
	23APR2021	RFC COMMENTS
	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

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ENLARGED ELECTRICAL PLAN STATIONS 154-158

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename  
**EP-0x.dwg**

UTA Contract No.  
18-2399TP

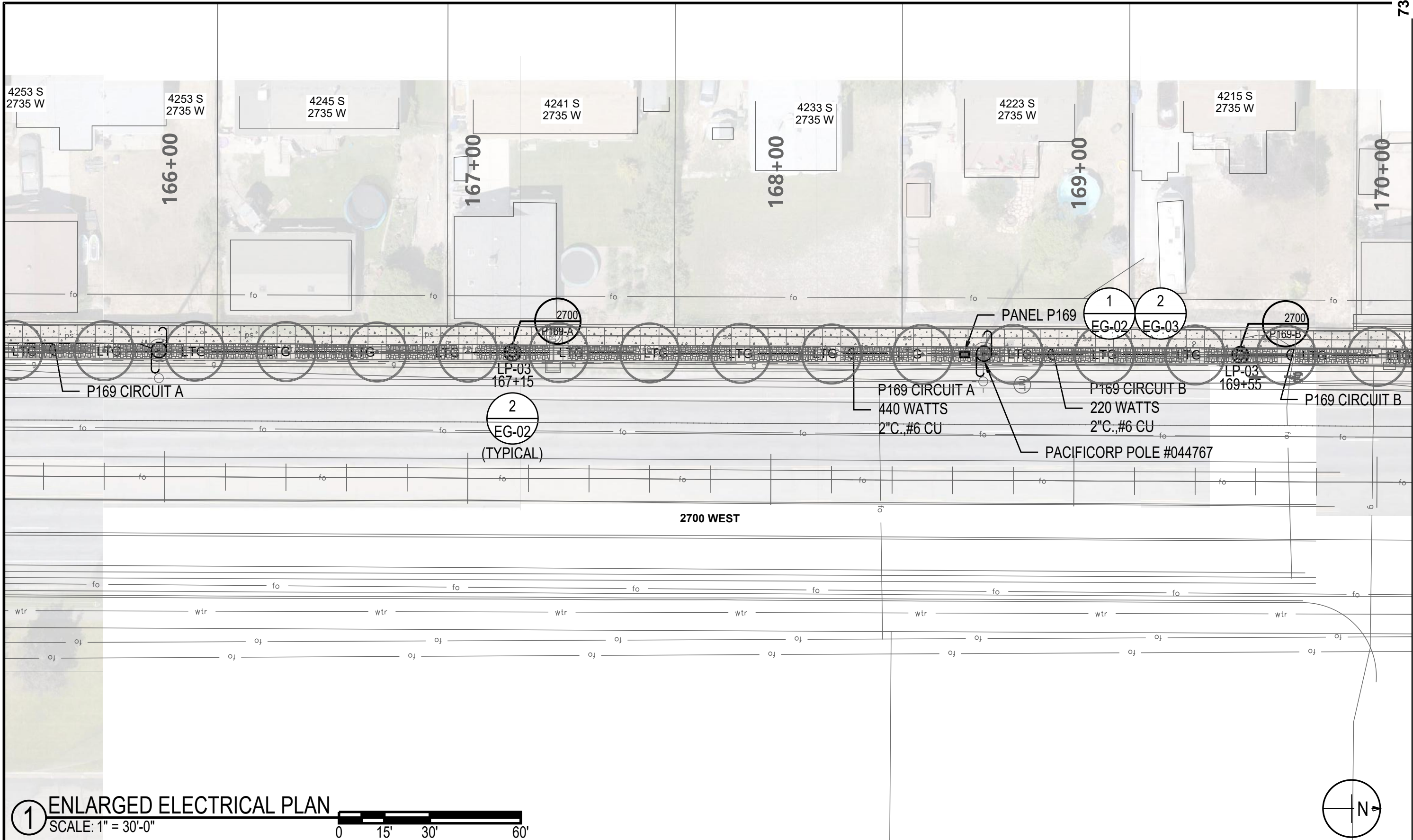
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ES-09	9 OF 15







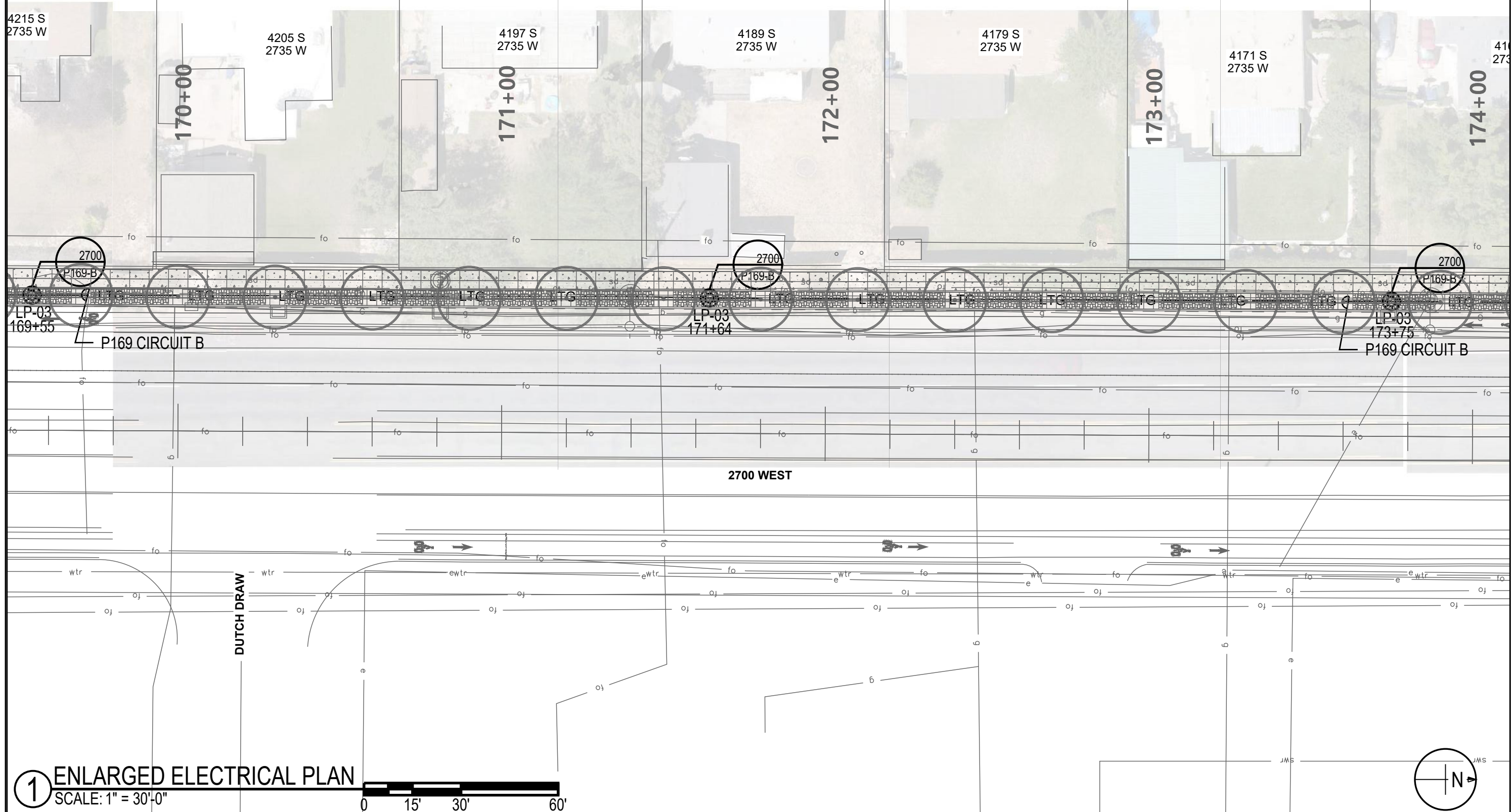




**1 ENLARGED ELECTRICAL PLAN**  
SCALE: 1" = 30'-0"

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**1 ENLARGED ELECTRICAL PLAN**  
SCALE: 1" = 30'-0"

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△	23APR2021	RFC COMMENTS
△	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

Designed By  
**BREINHOLT  
POWER  
ENGINEERING**

**225  
KYLE  
BREHOLT  
Professional Engineer  
No. 22520  
State of Utah**

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**ENLARGED ELECTRICAL PLAN STATIONS 170-174**

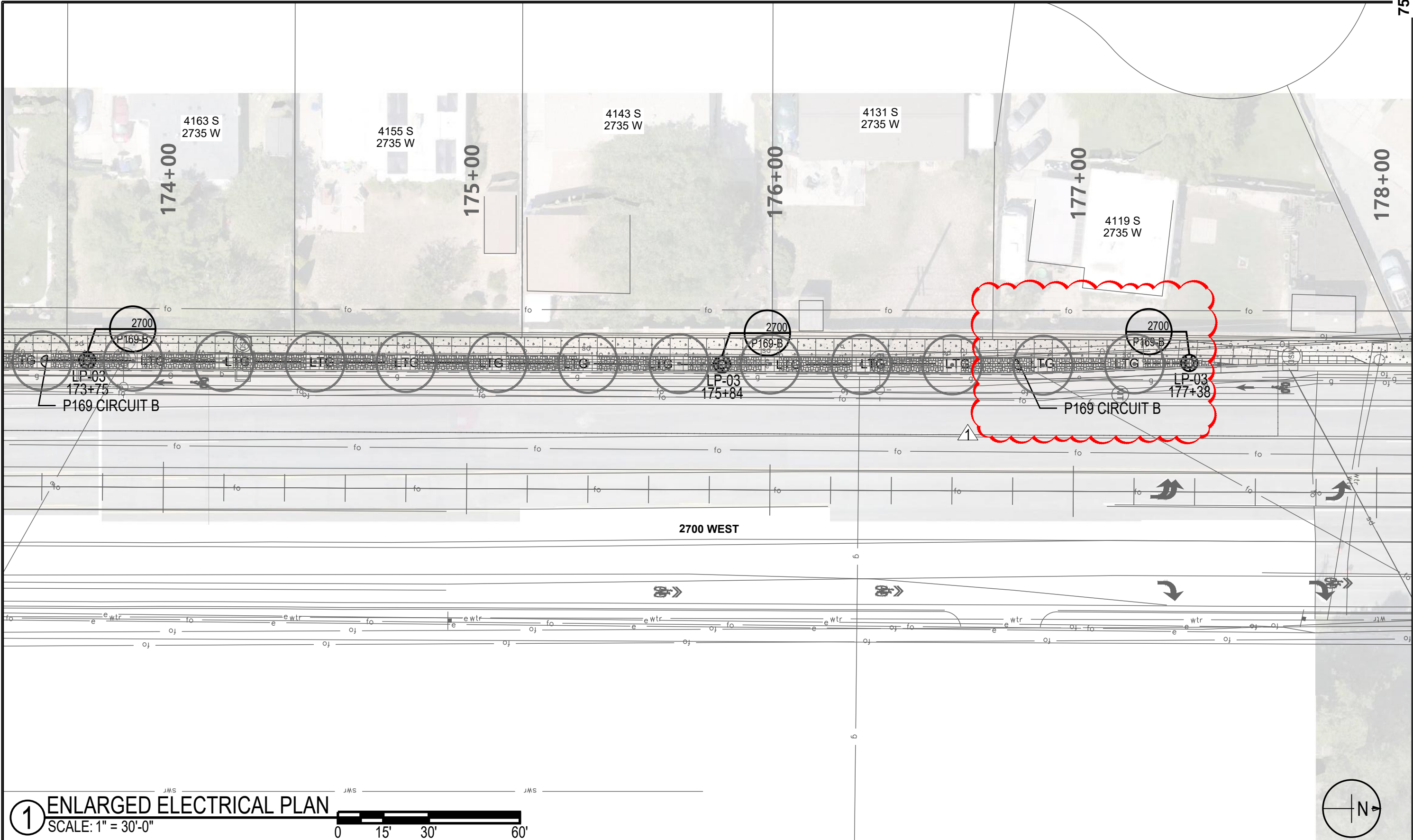
**WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES**

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UTA Contract No.  
**18-2399TP**

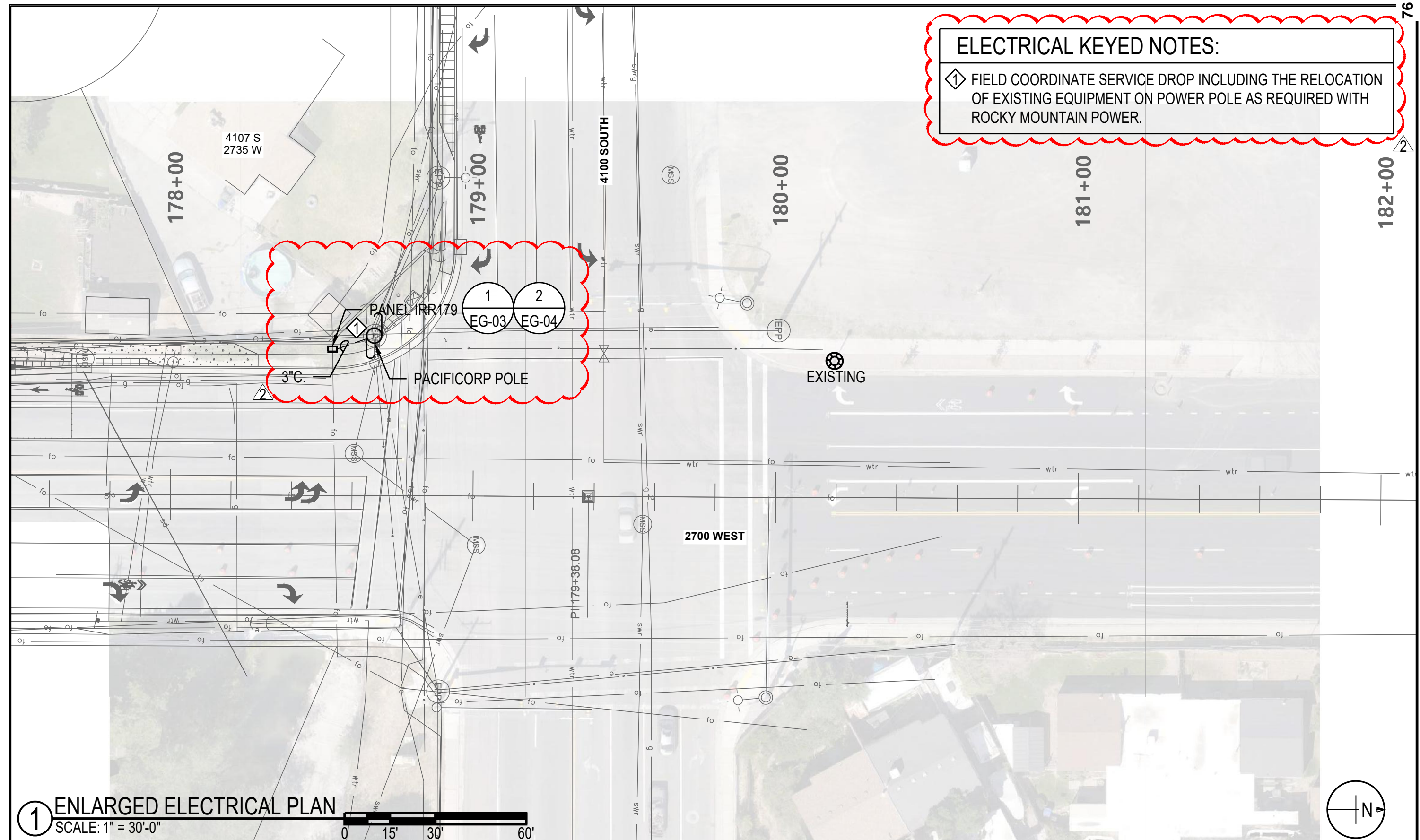
Drawing	Sheet No.
<b>ES-13</b>	<b>13 OF 15</b>






**1 ENLARGED ELECTRICAL PLAN**  
SCALE: 1" = 30'-0"


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1	23APR2021	RFC COMMENTS
2	06JUL2021	NDC-01 STATE CHANGES
REV	DATE	DESCRIPTION

Designed By

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ENLARGED ELECTRICAL PLAN STATIONS 178-182

WEST VALLEY CITY  
WVC\_BLK\_5  
2700 WEST BIKE LANES

CADD Filename	
EP-0x.dwg	
UTA Contract No.	
18-2399TP	
Drawing	Sheet No.
ES-15	15 OF 15





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Kim Shanklin, Chief People Officer  
**PRESENTER(S):** Kim Shanklin, Chief People Officer  
Ann Green-Barton, Manager Total Rewards

**TITLE:**

---

**R2022-01-03 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for Fiscal Years 2021 and 2022**

---

**AGENDA ITEM TYPE:**

Resolution

---

**RECOMMENDATION:**

Adopt the resolution authorizing the Chief People Officer (CPO) to sign non-procurement agreements with benefit providers for programs or services for benefit years beginning May 1, 2021 and ending April 30, 2023, which benefits are generally 100% paid by the employee and require minimal expenditure of public funds, make no commitment on the part of UTA regarding cost, product or service endorsement, or level of participation, are deemed to be of value to a significant number of UTA employees, and are consistent with the employee paid benefit programs provided by other similar organizations.

---

**BACKGROUND:**

UTA offers a number of voluntary benefits where the premiums are generally 100% funded by UTA employees. These products were identified as valuable benefit offerings through UTA's benefit consultant group, GBS. These products are provided at a minimal cost to UTA and help enrich the benefit offerings.

---

**DISCUSSION:**

Because these products are evaluated yearly, UTA is asking the Board to authorize the CPO, after legal review, to sign the non-procurement agreements to continue benefit offerings for the period of time beginning May 1, 2021 through April 30, 2023. The authorization would only allow the CPO to sign agreements that met the above criteria. In the one case of the medical flexible spending accounts, there may be a minimal cost to UTA when an employee terminates from UTA prior to contributing the entire elected amount, however this is rare.

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**ALTERNATIVES:**

Present the non-procurement agreements to the board individually for authorization or stop offering these benefits.

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**FISCAL IMPACT:**

There is de minimus fiscal impact to UTA. The benefits are in most cases wholly or substantially employee funded.

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**ATTACHMENTS:**

R2022-01-03 - Resolution Authorizing Continuation of Specific Employee Paid Benefit Programs for Fiscal Years 2021 and 2022

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING CONTINUATION OF SPECIFIC EMPLOYEE PAID  
BENEFIT PROGRAMS FOR FISCAL YEARS 2021 and 2022**

2022-01-03

January 12, 2022

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, in addition to the UTA subsidized health and insurance benefits provided to employees, several programs exist for additional employee benefits including but not limited, to eye care, gym memberships, and additional insurance which are wholly employee paid with no expenditure of public funds; and

WHEREAS, UTA enters into non-procurement agreements with these benefit providers whereby, with permission from the employee, UTA withholds benefit payments from employee pay checks and then transmits them to the benefit provider with no out of pocket cost to UTA; and

WHEREAS, UTA’s agreements with these benefit providers are based on the benefit plan fiscal year beginning on May 1 annually and ending on April 30 the following year; and

WHEREAS, UTA makes no commitment to benefit providers as to the number of employees choosing to participate or the amount of funds transmitted to the provider; and

WHEREAS, the Board believes these additional benefits are of value to UTA employees and desires to continue facilitating these employee-paid benefit programs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Utah Transit Authority:

1. That the Board authorizes the Chief People Officer to facilitate employee paid benefit programs by signing non-procurement agreements with benefit providers for programs or services from May 1 ,2021 through April 30, 2023 which:
  - a. Are substantially paid for by the employee and require minimal expenditure of public funds; and
  - b. Make no commitment on the part of UTA regarding cost, endorsement of product or service, or level of participation; and
  - c. Are deemed by the UTA Chief People Officer to be of value to a significant number of UTA employees; and



- d. Are consistent with employee paid benefit programs provided by other similar special districts; and
  - e. Are reviewed and approved by UTA's legal counsel prior to execution.
- 2. That the Board formally ratifies prior actions taken by the Authority, including those taken by the Executive Director, staff, and counsel that were necessary or appropriate to give effect to this Resolution.
  - 3. That the corporate seal be attached hereto.

Approved and adopted this 12th day of January 2022.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved As To Form:

DocuSigned by:  
*David Wilkins* \_\_\_\_\_  
5E3257B1CF024B9...  
Legal Counsel



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** David Hancock, Chief of Service Development Officer  
**PRESENTER(S):** Paul Drake, Director Real Estate & TOD

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**TITLE:**

**R2022-01-04 - Resolution Authorizing the Petitioning of the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project - Parcels 147, 147:2, 147:E, 147:E2, 147:CE and 147:CE2**

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**AGENDA ITEM TYPE:**

Resolution

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**RECOMMENDATION:**

Approve Resolution R2022-01-04 authorizing the Executive Director to petition the Utah Department of Transportation (UDOT) to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit (BRT) Project.

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**BACKGROUND:**

UTA is in the process of purchasing a 5.3-mile corridor connecting the Ogden FrontRunner commuter rail station to Weber State University (WSU) and McKay-Dee Hospital for the Ogden-Weber State Bus Rapid Transit Project.

The property located at 3257 South Harrison Boulevard, Ogden will be impacted by the project. UTA needs to acquire one partial fee acquisition, one perpetual easement, and one temporary construction easement identified as project parcels 147, 147:E, and 147:CE from this property.

The impacted larger parcel is identified as Weber County Tax Parcel 05:171:0054 and is owned by Harrison Pointe Holdings, LLC, a Limited Liability Company. The property is improved with the Bonne Villa Condominiums comprising 53 units. The land impacted comprises the common area for the condominium project. The acquisition is along the front property line, or east property line along Harrison Boulevard. UTA offered to acquire the necessary property rights and impacted improvements for \$34,800 based upon the

appraisal prepared by Van Drimmelen and Associates, Inc.

The formal offer to purchase was made on October 26, 2021. However, negotiations with the property owner have come to an impasse. UTA has petitioned the owners to sign a Right-of-Occupancy agreement to allow for additional time to negotiate the final settlement award, without causing project construction delays. A 4-Options letter was sent to the property owner via certified mail on November 29, 2021. Because negotiations have been unsuccessful, UTA staff recommends condemnation to settle the acquisition and obtain a court order of occupancy to avoid project delays.

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#### **DISCUSSION:**

Project construction is set to begin on subject property as soon as possible. UTA staff will continue negotiating until the acquisition is settled. However, condemnation will ensure final resolution and will facilitate occupancy of the property.

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#### **ALTERNATIVES:**

The consequences of not moving forward with the condemnation action include project delays, costly contractor change orders and increased prices for materials.

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#### **FISCAL IMPACT:**

The Ogden-Weber State BRT project is included in the UTA 2021 and UTA 2022 Capital Budget and the approved UTA 5-year Capital Plan. The cost to litigate a condemnation action will be covered by the project budget. These costs are considered significantly less than construction delay costs.

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#### **ATTACHMENTS:**

- 1) R2022-01-04 - Resolution Authorizing the Petitioning of the Utah Department of Transportation to use Eminent Domain for the Acquisition of Property necessary for the Ogden-Weber State Bus Rapid Transit Project - Parcels 147, 147:2, 147:E, 147:E2, 147:CE and 147:CE2
- 2) Deed (1) and Perpetual Easement (1) and Temporary Construction Easement (1)
- 3) 4-Options Letter

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE UTAH TRANSIT  
AUTHORITY AUTHORIZING THE PETITIONING OF THE UTAH  
DEPARTMENT OF TRANSPORTATION TO USE EMINENT DOMAIN FOR THE  
ACQUISITION OF PROPERTY NECESSARY FOR THE OGDEN-WEBER  
STATE BUS RAPID TRANSIT PROJECT -  
Parcels 147, 147:2, 147:E, 147:E2, 147:CE, and 147:CE2**

R2022-01-04

January 12, 2022

WHEREAS, the Utah Transit Authority (the “Authority”) is a large public transit district organized under the laws of the State of Utah and was created to transact and exercise all of the powers provided for in the Utah Limited Purpose Local Government Entities – Local Districts Act and the Utah Public Transit District Act; and

WHEREAS, the Board of Trustees (the “Board”) has approved the project known as the Ogden-Weber State Bus Rapid Transit Transportation Project, UDOT PIN 15906, project no. F-R199(235), to design, construct and operate a Bus Rapid Transit (the “Project”) in Weber County, Utah; and

WHEREAS, the Project is a “public use” pursuant to UTAH CODE §78B-6-501; and

WHEREAS, to complete construction of the Project, certain right-of-way acquisitions have been identified as being necessary to the public use, including property located at 3257 South Harrison Boulevard in Ogden, Utah, consisting of one partial fee acquisition, one perpetual easement, and one temporary construction easement (the “Property”), more particularly described in Exhibit “A”; and

WHEREAS, the Authority’s staff and consultants have made diligent and reasonable efforts to acquire the right-of-way necessary for the Project, including the acquisition of Property, but have been unable to negotiate the acquisition thereof; and

WHEREAS, in order to complete the Project, and to meet budget and scheduling needs, acquisition of the Property needs to move forward through the eminent domain process; and

WHEREAS, Board Policy No. 5.2(III)(A)(1)(c) requires that, prior to acquiring property through eminent domain, the Board approve such action; and

WHEREAS, the property owner was notified in writing of the Authority’s consideration of this Resolution pursuant to UTAH CODE § 78B-6-504.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Authority:

1. That the Board hereby authorizes the Executive Director or his designee(s) to request that the Utah Department of Transportation commence eminent domain proceedings on the Property.
2. That the Board hereby ratifies any and all actions previously taken by the Authority's management, staff, and legal counsel with regard to acquiring the Property.
3. That the corporate seal be attached hereto.

Approved and adopted this 12th day of January 2022.

\_\_\_\_\_  
Carlton Christensen, Chair  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Authority

(Corporate Seal)

Approved as to form:

DocuSigned by:  
*David Wilkins* \_\_\_\_\_  
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Legal Counsel



**Exhibit “A”**  
**Property Deeds**

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Warranty Deed

Weber County

Affecting Tax ID. No. 05:171:0054  
Pin No. 15906  
Project No. F-R199(235)  
Parcel No. 199:147:2

ROBERT ARGYLE, Grantor, of Ogden, County of Weber, State of Utah, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

An undivided 1.42 percent interest for a parcel of land in fee, being a part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Harrison Boulevard, known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point on the west line of Harrison Boulevard and the north line of Bonne Villa Condominiums as recorded February 4, 1998 as Entry No. 1519488 in Book 46 at Page 23 in the office of the Weber County Recorder, said point being 9.90 feet S.00°03'00"W. and 33.45 feet S.65°00'00"W. and 111.71 feet S.00°58'00"W. from the Northeast Corner of said Section 4, said point also being 459.18 feet S.00°58'00"W. and 50.00 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 49.98 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 581+08.10, and running thence, along the west line of Harrison Boulevard, S.00°58'00"W. 198.24 feet to the south line of Bonne Villa Condominiums, said point being 49.98 feet perpendicularly distant westerly from said control line opposite Engineer Station 579+09.85; thence, along said south line, N.89°02'00"W. 6.02 feet to a point 56.00 feet perpendicularly distant westerly from said control line opposite Engineer Station 579+09.85; thence N.00°58'00"E. 129.74 feet to a point of curvature with a 747.50-foot radius curve to the left, said point being 56.00 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+39.60; thence northerly 20.35 feet along the arc of said curve (Note: Chord to said

Continued on Page 2

curve bears N.00°11'10"E. 20.35 feet. Central angle equals 01°33'35") to a point 56.28 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+59.94; thence N.07°35'08"W. 4.04 feet to a point 56.88 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+63.94; thence N.02°01'55"W 29.97 feet to a point 58.45 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+93.86; thence N.04°11'01"E. 6.07 feet to a point 58.10 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+99.93; thence N.02°50'52"W. 8.04 feet to the said north line of Bonne Villa Condominiums said point being 58.64 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+07.95; thence, along said north line, East 8.66 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 1,280 square feet or 0.029 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF )  
 ) ss.  
 COUNTY OF )

\_\_\_\_\_  
 ROBERT ARGYLE

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared ROBERT ARGYLE, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
 Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Warranty Deed

(LIMITED LIABILITY COMPANY)

Affecting Tax ID. No. 05:171:0054  
Pin No. 15906  
Project No. F-R199(235)  
Parcel No. 199:147

HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company, Grantor, hereby CONVEY AND WARRANT to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

An undivided 98.58 percent interest for a parcel of land in fee, being a part of an entire tract of property, situate in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, in Weber County, Utah, for the construction of roadway widening and improvements of Harrison Boulevard, known as Project No. F-R199(235). The boundaries of said parcel of land are described as follows:

Beginning at a point on the west line of Harrison Boulevard and the north line of Bonne Villa Condominiums as recorded February 4, 1998 as Entry No. 1519488 in Book 46 at Page 23 in the office of the Weber County Recorder, said point being 9.90 feet S.00°03'00"W. and 33.45 feet S.65°00'00"W. and 111.71 feet S.00°58'W. from the Northeast Corner of said Section 4, said point also being 459.18 feet S.00°58'00"W. and 50.00 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 49.98 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 581+08.10, and running thence, along the west line of Harrison Boulevard, S.00°58'00"W. 198.24 feet to the south line of Bonne Villa Condominiums, said point being 49.98 feet perpendicularly distant westerly from said control line opposite Engineer Station 579+09.85; thence, along said south line, N.89°02'00"W. 6.02 feet to a point 56.00 feet perpendicularly distant westerly from said control line opposite Engineer Station 579+09.85; thence N.00°58'00"E. 129.74 feet to a point of curvature with a 747.50-foot radius curve to the left, said point being 56.00 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+39.60; thence northerly 20.35 feet along the arc of said curve (Note: Chord to said

Continued on Page 2



curve bears N.00°11'10"E. 20.35 feet. Central angle equals 01°33'35") to a point 56.28 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+59.94; thence N.07°35'08"W. 4.04 feet to a point 56.88 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+63.94; thence N.02°01'55"W 29.97 feet to a point 58.45 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+93.86; thence N.04°11'01"E. 6.07 feet to a point 58.10 feet perpendicularly distant westerly from said control line opposite Engineer Station 580+99.93; thence N.02°50'52"W. 8.04 feet to the said north line of Bonne Villa Condominiums said point being 58.64 feet perpendicularly distant westerly from said control line opposite Engineer Station 581+07.95; thence, along said north line, East 8.66 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land contains 1,280 square feet or 0.029 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF )  
 ) ss.  
COUNTY OF )

HARRISON POINTE HOLDINGS,  
LLC, A Limited Liability Company

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Continued on Page 3

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement

Weber County

Tax ID. No. 05:171:0054

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:147:E2

ROBERT ARGYLE, Grantor, of Ogden, County of Weber, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

A perpetual easement, upon part of an entire tract of property, in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah for the purpose of constructing and maintain thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities, and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). The boundaries of said perpetual easement are described as follows:

Beginning at a point being 504.62 feet S.00°58'00"W. and 56.71 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 56.69 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 580+62.66, and running thence S.07°35'08"E. 2.75 feet which point is 56.28 feet perpendicularly distant westerly from the said control line of said project; thence southerly 2.27 feet along the arc of a 747.50-foot radius curve to the left (Note: Chord to said curve bears S.00°30'24"E. 2.27 feet. Central angle equals of 00°10'27"), which point is 56.22 feet perpendicularly distant westerly from the said control line of said project; thence S.89°23'20"W. 5.00 feet; thence N.00°36'40"W. 5.00 feet; thence N.89°23'20"E. 4.67 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described perpetual easement contains 25 square feet 0.001 acre.

Continued on Page 2

INDIVIDUAL RW-09 (12-01-03)

Page 2

Pin No. 15906  
 Project No. F-R199(235)  
 Parcel No. 199:147:E2

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF )  
 ) ss.  
 COUNTY OF )

\_\_\_\_\_  
 ROBERT ARGYLE

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared ROBERT ARGYLE, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
 Notary Public

Prepared By: (CEA) Psomas 8/12/2021 11P

INDIVIDUAL RW-09 (12-01-03)



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

## Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 05:171:0054

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:147:E

HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

A perpetual easement, upon part of an entire tract of property, in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah for the purpose of constructing and maintain thereon public utilities and appurtenant parts thereof including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities, and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). The boundaries of said perpetual easement are described as follows:

Beginning at a point being 504.62 feet S.00°58'00"W. and 56.71 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 56.69 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 580+62.66, and running thence S.07°35'08"E. 2.75 feet which point is 56.28 feet perpendicularly distant westerly from the said control line of said project; thence southerly 2.27 feet along the arc of a 747.50-foot radius curve to the left (Note: Chord to said curve bears S.00°30'24"E. 2.27 feet. Central angle equals of 00°10'27"), which point is 56.22 feet perpendicularly distant westerly from the said control line of said project; thence S.89°23'20"W. 5.00 feet; thence N.00°36'40"W. 5.00 feet; thence N.89°23'20"E. 4.67 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described perpetual easement contains 25 square feet 0.001 acre.

Continued on Page 2

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

STATE OF                    )  
                                  ) ss.  
COUNTY OF                )

HARRISON POINTE HOLDINGS,  
LLC, A Limited Liability Company

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Continued on Page 3

By \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

## Easement

Weber County

Tax ID. No. 05:171:0054

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:147:CE2

ROBERT ARGYLE, Grantor, of Ogden, County of Weber, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84119, for the sum of TEN (\$10.00) Dollars,

A temporary easement, upon part of an entire tract of property, located in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). This easement shall commence upon the beginning of actual construction on the property and shall continue until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said temporary easement are described as follows:

Beginning at a point on the north line of Bonne Villa Condominiums as recorded February 4, 1998 as Entry No. 1519488 in Book 46 at Page 23 in the office of the Weber County Recorder, said point also being 459.32 feet S.00°58'00"W. and 58.66 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 58.64 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 581+07.95, and running thence S.02°50'52"E. 8.04 feet; thence S.04°11'01"W. 6.07 feet; thence S.02°01'55"E. 29.97 feet; thence S.07°35'08"E. 4.04 feet; thence southerly 20.35 feet along the arc of a 747.50-foot non-tangent curve to the left (Note: Chord to said curve bears S.00°11'10"W. 20.35 feet. Central angle equals 01°33'35") to a point of tangency; thence S.00°57'58"W. 129.74 feet, to the south line of said Bonne Villa Condominiums; thence, along said south line, N.89°02'00"W. 27.56 feet; N.00°57'58"E. 5.48 feet; thence N.29°23'54"E. 47.31 feet;

Continued on Page 2

INDIVIDUAL RW-09 (12-01-03)



thence N.00°59'54"E. 58.91 feet; thence N.65°22'49"W. 6.90 feet; thence N.00°57'58"E. 12.82 feet; thence N.61°20'57"E. 7.25 feet; thence N.00°36'38"E. 18.40 feet; thence N.81°56'09"W. 21.35 feet; thence N.01°49'18"W. 39.21 feet; thence N.66°56'16"E. 21.71 feet; thence N.02°50'52"W. 3.80 feet, to the afore said north line of Bonne Villa Condominiums; thence, along said north line, East 6.01 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described temporary easement contains 2,631 square feet or 0.060 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

STATE OF )  
 ) ss.  
 COUNTY OF )

\_\_\_\_\_  
 ROBERT ARGYLE

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared ROBERT ARGYLE, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
 Notary Public

WHEN RECORDED, MAIL TO:  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, Utah 84101

## Easement

(LIMITED LIABILITY COMPANY)

Weber County

Tax ID. No. 05:171:0054

Pin No. 15906

Project No. F-R199(235)

Parcel No. 199:147:CE

HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company, Grantor, hereby GRANTS AND CONVEYS to UTAH TRANSIT AUTHORITY, A LARGE PUBLIC TRANSIT DISTRICT ORGANIZED PURSUANT TO THE LAWS OF THE STATE OF UTAH AND ITS ASSIGNS, Grantee, located at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars,

A temporary easement, upon part of an entire tract of property, located in the NE1/4 NE1/4 of Section 4, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Weber County, Utah, to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, incident to the widening and grading of Harrison Boulevard known as Project No. F-R199(235). This easement shall commence upon the beginning of actual construction on the property and shall continue until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said temporary easement are described as follows:

Beginning at a point on the north line of Bonne Villa Condominiums as recorded February 4, 1998 as Entry No. 1519488 in Book 46 at Page 23 in the office of the Weber County Recorder, said point also being 459.32 feet S.00°58'00"W. and 58.66 feet N.89°02'00"W. from the Ogden City monument located in the intersection of 32nd Street and Harrison Boulevard, said point also being 58.64 feet perpendicularly distant westerly from the Ogden-WSU Bus Rapid Transit Right of Way control line, opposite Engineer Station 581+07.95, and running thence S.02°50'52"E. 8.04 feet; thence S.04°11'01"W. 6.07 feet; thence S.02°01'55"E. 29.97 feet; thence S.07°35'08"E. 4.04 feet; thence southerly 20.35 feet along the arc of a 747.50-foot non-tangent curve to the left (Note: Chord to said curve bears S.00°11'10"W. 20.35 feet. Central angle equals 01°33'35") to a point of tangency; thence S.00°57'58"W. 129.74 feet, to the

Continued on Page 2

LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

south line of said Bonne Villa Condominiums; thence, along said south line, N.89°02'00"W. 27.56 feet; N.00°57'58"E. 5.48 feet; thence N.29°23'54"E. 47.31 feet; thence N.00°59'54"E. 58.91 feet; thence N.65°22'49"W. 6.90 feet; thence N.00°57'58"E. 12.82 feet; thence N.61°20'57"E. 7.25 feet; thence N.00°36'38"E. 18.40 feet; thence N.81°56'09"W. 21.35 feet; thence N.01°49'18"W. 39.21 feet; thence N.66°56'16"E. 21.71 feet; thence N.02°50'52"W. 3.80 feet, to the afore said north line of Bonne Villa Condominiums; thence, along said north line, East 6.01 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described temporary easement contains 2,631 square feet or 0.060 acre.

(Note: The basis of bearing for the above description is S.00°58'00"W. between the Ogden City Monuments located in Harrison Boulevard in the intersections of 32nd Street and 35th Street)

(Note: Rotate all bearings in the above description 00°20'09" clockwise to match project bearings)

After said roadway improvements, side treatments and appurtenant parts thereof and blending slopes are constructed on the above described part of an entire tract at the expense of Utah Transit Authority, said Utah Transit Authority is thereafter relieved of any further claim or demand for costs, damages or maintenance charges which may accrue against said facilities and appurtenant parts thereof.

STATE OF )  
 ) ss. HARRISON POINTE HOLDINGS,  
 ) LLC, A Limited Liability Company  
COUNTY OF )

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Continued on Page 3

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

By \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_, before me personally appeared \_\_\_\_\_, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he/she is the \_\_\_\_\_ of HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company and that said document was signed by him/her on behalf of said HARRISON POINTE HOLDINGS, LLC, a Limited Liability Company by Authority of its \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



## Utah Transit Authority

669 W. 200 South, Salt Lake City, UT, 84101

By Certified Mail No.  
November 26, 2021

7020-1290-0000-  
4936-5833

Harrison Pointe Holdings, LLC, a Limited Liability Company  
1323 E Bent Pine Cove  
Draper, UT 84020

Project Name: Ogden-WSU Bus Rapid Transit (BRT) - Design  
Project No.: F-R199(235) Pin: 15906  
Parcel No.(s): 147, 147:CE, 147:E  
Parcel Address: 3257 South Harrison Blvd, OGDEN, UT 84403

Dear Harrison Pointe Holdings, LLC, a Limited Liability Company:

We regret to inform you that due to our as yet unsuccessful negotiations, we must now begin the condemnation process. The condemnation process will allow you to achieve a final resolution of value for the above referenced property, while enabling the Utah Transit Authority (UTA) to fulfill the project need, which is to purchase the property for the above referenced project.

Please be aware that even though we will begin the condemnation process, we are willing to continue to negotiate with you. If you choose to continue negotiating in good faith, please share the reasons why you believe UTA's offer is unacceptable as well as any supporting documentation you believe supports your claim. We will carefully consider the information and hopefully reach a settlement with you once the issues have been resolved to our mutual satisfaction. If you have decided to accept our offer, please execute the documents presented to you, and return them to us by Dec. 10, 2021.

We would also like to draw your attention to several options available to you. We hope that these options may help us negotiate a settlement. These options are not mutually exclusive. You may decide to use any of these options alone or together with other options.

**OPTION 1: Continued Negotiation.** You may continue negotiating with us outside of litigation if you will agree to sign a *Right of Entry and Occupancy Agreement*. This Occupancy Agreement will enable UTA to proceed with the project under its time deadlines, while reserving the issue of compensation for future negotiations. Choosing this option will make a court action for condemnation unnecessary while good faith negotiations continue. If no Occupancy Agreement is signed, UTA will need to seek Occupancy of the property through the courts. UTA would prefer to obtain the right to occupy with your agreement and continue negotiating with you toward a settlement. UTA can provide you with a copy of the form Occupancy Agreement upon request.

**OPTION 2: Mediation.** Mediation is available through the Office of the Property Rights Ombudsman ("Ombudsman Office"). In Mediation, a neutral third party assists the parties in fairly resolving their disputes. The Ombudsman Office has been created to provide this service free of charge. The mediator can order that a second appraisal be performed at UTA's expense if the mediator believes it is reasonably necessary to resolve the dispute. For more information, please contact the Ombudsman Office at (801)530-6391 or at its office at the Heber M. Wells Building, 160 East 300 South, SALT LAKE CITY, UT, 84111.



**OPTION 3: Arbitration.** Arbitration is also available through the Ombudsman Office to settle issues over compensation. Arbitration is similar to a court proceeding except that the arbitration process is less formal. A neutral third party holds a hearing, listens to the information presented by all the parties, evaluates the evidence, and issues a decision. More information is available from the Ombudsman's Office.

**OPTION 4: Litigation.** If you do not wish to use any of these options to reach a negotiated settlement, we will proceed with the condemnation and your just compensation amount will be determined by the court. We recommend that you seek the advice of an attorney if this is the option you choose.

We appreciate the fact that you have a hard decision to make, and assure you that we will continue to work with you through this process even as we go forward with the condemnation process. We are hopeful that you will be able to accept the offer as is, but if that is not the case, please contact me by Dec. 10, 2021 to discuss the process and where we need to go from here. You may also contact the Ombudsman Office anytime. They will answer your questions, help you to understand your options, and further explain the condemnation process to you.

Please note that if the purchase of your property will require your displacement and relocation, appropriate relocation assistance will be made available to you. Your relocation assistance eligibility and benefits should have already been discussed with you. However, as relocation assistance is not typically included in a condemnation action, any dispute regarding relocation assistance may need to be appealed and/or litigated separately.

We remain available to discuss your options with you at your convenience. Thank you for your continued cooperation.

Sincerely,

DocuSigned by:

*Gale Padgett*

EE35815A0654467

Gale Padgett (Consultant) / Acquisition Right of Way Agent  
801-750-5058

DocuSigned by:

*Spencer Burgoyne*

850E05E232C84D9

Spencer Burgoyne / Right of Way Manager, Team Leader  
801-237-1995



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Cherryl Beveridge, Acting Chief Operating Officer  
**PRESENTER(S):** Kevin Anderson, Director of Maintenance Support

**TITLE:**

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**Contract: Roof Replacements - Timpanogos Buildings 3 and 4, Midvale Rail Service Center, and Partial Warm Springs Facility (All Weather Waterproofing, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Interim Executive Director to execute contract and associated disbursements with All Weather Waterproofing Inc. to replace roofs at Timpanogos, Warm Springs, and Midvale Rail Service Center in the amount of \$557,475.

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**BACKGROUND:**

The roofs at these three locations have exceeded their life expectancy and need to be replaced. These roofs have deteriorated to a point where repair is no longer practical or fiscally responsible. The procurement was advertised as an Invitation for bid (IFB) with All Weather Waterproofing Inc. winning the bid as the low bidder at \$557,475.

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**DISCUSSION:**

UTA staff is requesting approval of a contract to replace roofs at Timpanogos, Warm Springs, and Midvale Rail Service Center with All Weather Waterproofing Inc. in the amount of \$557,475. The scope of the contract includes removing the existing roofs and replacing them with a .60 mil Thermoplastic Polyolefin (TPO) roof with a 20-year warranty. The replaced roofs will be completed in a manner that will not interfere with operations or hinder any future expansions to the existing buildings. The roof replacements have been identified as 2022 state of good repair projects in accordance with the UTA Transit Asset Management (TAM) Plan and are funded in the 2022 budget. The price is deemed fair and reasonable because of the competitive

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nature of the procurement.

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**CONTRACT SUMMARY:**

Contractor Name:	All Weather Waterproofing Inc.
Contract Number:	21-03425
Base Contract Effective Dates:	1/12/2022 through 7/31/22
Extended Contract Dates:	N/A
Existing Contract Value:	N/A
Amendment Amount:	N/A
New/Total Amount Contract Value:	\$557,475
Procurement Method:	IFB
Funding Sources:	Local/Facilities Capital Budget

**ALTERNATIVES:**

There are no feasible alternatives. Waiting to replace or continuing to repair the existing roofs will cause damage to the building's infrastructures and will also create safety and slip hazards.

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**FISCAL IMPACT:**

Funds are budgeted into the 2022 Facilities Managed Reserve account.

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**ATTACHMENTS:**

Contract

## CONSTRUCTION SERVICES AGREEMENT

Contract #21-03425

New Roof Membrane for Multiple UTA Divisions

This Construction Services Agreement is entered into and made effective as of the date of last signature below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and ALL WEATHER WATERPROOF, INC. ("Contractor").

### RECITALS

- A. UTA desires to hire Contractor for Repair and Replace Roof for Timp Buildings 3 and 4, 1110 S Geneva Road, Orem, UT 84058; Midvale Rail Service Center (MRSC), 613 W 6960 S Midvale, UT 84047; Warm Springs (partial as marked in Exhibit C), 900 N 500 W, Salt Lake City, UT 84116 per the Specifications in Exhibit A and Bid Schedule to include but not limited to.
- B. On 08/12/2021, UTA issued Invitation for Bid Package Number 21-03425 ("IFB") encouraging interested parties to submit proposals to perform the services described in the IFB.
- C. Upon evaluation of the proposals submitted in response to the IFB, UTA selected Contractor as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Contractor is qualified and willing to perform the Work as set forth in the Scope of Services.

### AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

#### **1. SERVICES TO BE PROVIDED**

- a. Contractor shall perform all Work as set forth in the Scope of Services (Exhibit A). Except for items (if any) which this Contract specifically states will be UTA-provided, Contractor shall furnish all the labor, material and incidentals necessary for the Work.
- b. Contractor shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly

situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Contractor shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Contractor shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Contractor shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. MANAGEMENT OF WORK**

- a. Contractor's Project Manager will be the day-to-day contact person for Contractor and will be responsible for all Work, as well as the coordination of such Work with UTA.
- b. UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Contractor with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

## **3. PROGRESS OF WORK**

- a. Contractor shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Contractor shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Contractor shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Contractor hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Contractor of its responsibility to comply with the Contract requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Contractor shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- g. If Contractor fails to promptly remedy rejected Work as provided in Section 3.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other contractors or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Contractor.

## **5. PERIOD OF PERFORMANCE**



This Contract shall commence as of the Effective Date. This Contract shall remain in full force and effect until all Work is completed in accordance with this Contract, as reasonably determined by UTA. Contractor shall complete all Work no later than July 31, 2022. This guaranteed completion date may be extended if Contractor and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Contractor under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## **6 COMPENSATION**

- a. For the performance of the Work, UTA shall pay Contractor in accordance with the payments provisions described in Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Contractor must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Contractor by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Contractor shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Contractor to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Contractor owes to UTA under this Contract.

## **7 INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  1. The terms and conditions of this Construction Services Agreement
  2. The Addendum 1 Supplemental Terms and Conditions for Construction Services. (including any exhibits and attachments hereto).
  3. Contractor's Proposal including, without limitation, all federal certifications (as

applicable);

4. UTA's IFB including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Construction Services;

b. The above-referenced documents are made as fully a part of the Contract as if hereto

## **8. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

1. UTA Contract including all terms and conditions and attachments
2. Addendum 1 Supplemental Terms and Conditions for Construction Services
3. UTA Solicitation Terms
4. Contractor's Bid or Proposal including proposed terms or conditions

Any contractor proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

## **9. INVOICING PROCEDURES**

- a. Contractor shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Contractor shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Contractor's entitlement to the requested payment must be submitted with each invoice.
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset from payment amounts reasonably reflecting the value of any claim which UTA has against Contractor under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Contractor within thirty (30) calendar days of invoice submittal.

## **10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Contractor and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Contractor, Contractor hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share

same with UTA's contractors, agent, officers, directors, employees, joint owners, affiliates and Contractors.

#### **11. USE OF SUBCONTRACTORS**

- a. Contractor shall give advance written notification to UTA of any proposed subcontract (not indicated in Contractor's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- c. Contractor shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Contractor receives corresponding payments from UTA.
- d. Contractor shall be responsible for and direct all Work performed by subcontractors.
- e. Contractor agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Contractor further agrees that all subcontracts shall comply with all applicable laws.

#### **12. KEY PERSONNEL**

Contractor shall provide the key personnel as indicated in Contractor's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

#### **13. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Contractor shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Contractor shall also retain other books and records related to the performance, quality or management of this Contract and/or Contractor's compliance with this Contract. Records shall be retained by Contractor for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Contractor agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

#### **14. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Contractor or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Contractor without consent in writing from UTA.

It is hereby agreed that the following information is not considered to be confidential:

- a. Information already in the public domain;
- b. Information disclosed to Contractor by a third party who is not under a confidentiality obligation;
- c. Information developed by or in the custody of Contractor before entering into this Contract;
- d. Information developed by Contractor through its work with other clients; and
- e. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

#### **15. PUBLIC INFORMATION.**

Contractor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Contractor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

#### **16. GENERAL INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of the failure of such Contractor to conform to federal, state, and local laws and regulations. If an employee of Contractor, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Contractor's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Contractor shall not apply to the extent that claims arise out of the sole negligence of UTA or the Indemnitees.

#### **17. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage

with limits of liability not less than those Stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000
- a. The policy shall be endorsed to include the following additional insured language:  
"The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a contractor or subcontractor is exempt



under UCA 34A-2-103, AND when such contractor or subcontractor executes the appropriate waiver form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Contractor. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Contractor's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND

CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS  
AND INSURANCE DEPARTMENT.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. Sub-contractors maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-contractors. Utah Transit Authority must be scheduled as an additional insured on any sub-contractor policies.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the UTA Legal Services, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **18. OTHER INDEMNITIES**

- a. Contractor shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Contractor's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Contractor shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Contractor shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Contractor shall, at its expense and through mutual agreement between the UTA and Contractor, either procure for UTA any necessary intellectual property rights, or modify Contractor's services or deliverables such that the claimed infringement is eliminated.
- b. Contractor shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Contractor or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Contractor, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Contractor fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Contractor shall

assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Contractor fails to do so, Contractor shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

19. **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Contractor is responsible to provide and pay the cost of all its employees' benefits.

20. **PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Contractor in this Contract or the proceeds thereof without specific written authorization by UTA.

21. **CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager Johnny Johnson for Timp	Five calendar days
UTA’s Project Manager Dallan Ward for MRSC	
UTA’s Project Manager Clay Mecham for Warm Spring	
Contractor’s Project Manager Rob Graham	
UTA’s Kevin Anderson	Five calendar days
UTA’s Mary DeLoretto	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Contractor shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## **22. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Contractor consents to the jurisdiction of such courts.

## **23. ASSIGNMENT OF CONTRACT**

Contractor shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## **24. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## **25. NOTICES OR DEMANDS**

Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:

Utah Transit Authority  
ATTN: RICK WILSON  
669 West 200 South  
Salt Lake City, UT 84101  
rwilson@rideuta.com

with a required copy to:

Utah Transit Authority  
ATTN: Legal Counsel  
669 West 200 South  
Salt Lake City, UT 84101

If to Contractor:

All Weather Waterproofing, Inc.  
ATTN: ROB GRAHAM  
5941 S. Stratler St.  
Murray, UT 84107-6902  
rgraham@allweatherwaterproofing.com

- a. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- b. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

**26. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is RICK WILSON, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

**27. INSURANCE COVERAGE REQUIREMENTS FOR CONTRACTOR EMPLOYEES**

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Contractor has a subcontract at any tier that involves a sub-Contractor that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Contractor shall, prior to the effective date of this Contract, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of this Contract.
- c. Contractor shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

**28. COSTS AND ATTORNEYS FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on



appeal

29. **NO THIRD PARTY BENEFICIARY**

The parties enter in to this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.

30. **FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

31. **SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

32. **UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Contractor agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

32. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

33. **AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

34. **COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of

the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

35. **SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 7, 8, 10, 14, 15, 17, 18, 19, 20, 23, 29 and 30.

**UTAH TRANSIT AUTHORITY:**

By \_\_\_\_\_

Kevin Anderson

Director of Maintenance Support

Date

By \_\_\_\_\_

Mary DeLoretto

Interim Executive Director

Date

DocuSigned by:  
Mike Bell  
By \_\_\_\_\_  
361F16F838704A9...

Mike Bell

UTA Legal Counsel

Date 11/19/2021

**ALL WEATHER WATERPROOFING, INC:**

DocuSigned by:  
John Moon  
By \_\_\_\_\_  
966DFEFF3091438...

John Moon

President

Date 11/19/2021

**Addendum 1- Supplemental Terms and Conditions for Construction**

**CONTRACT 21-03425**

**ARTICLE 1**

- 1.1 **Cooperation.** UTA and Contractor commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, so as to permit each party to realize the benefits afforded under the Contract Documents.

- 1.2 **Professional Standards.** Contractor shall perform the Work in a good and workmanlike manner, and shall use reasonable skill, care, and diligence. If the Work includes professional services, Contractor shall perform those services in a professional manner, using at least that standard of care, skill and judgment that can reasonably be expected from similarly situated professionals.
- 1.3 **Definitions.** Terms that are defined in the Agreement have the same definition in all the Contract Documents, including in these General Conditions. Unless expressly modified by the Agreement, the following definitions shall also apply to all Contract Documents:

**“Agreement”** means the document signed by Contractor and UTA to which these General Conditions are attached as an exhibit or into which these General Conditions are incorporated by reference.

**“Application for Payment”** shall mean an invoice for a progress or final payment made in accordance with the requirements of Article 4.

**“Basis of Design Documents”** means those preliminary drawings, concept design drawings, technical requirements, performance requirements, project criteria, or other documents that are (i) included in the Contract Documents, and (ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

**“Claim”** has the meaning indicated in Section 8.1 of these General Conditions.

**“Construction Documents”** means the final drawings and specifications that set forth in detail the requirements for construction of the Project.

**“Contract Documents”** means those documents designated as Contract Documents in the Agreement.

**“Contract Times”** means the guaranteed dates for Substantial Completion, Final Completion (if applicable), and any other deadlines for completion of the Work, or a part thereof, all as set forth in the Agreement.

**“Contractor”** means the entity that has entered into a contract with UTA to perform construction and other services as detailed in the Contract Documents. The Contractor may be a Design-Builder, general contractor, Construction Manager/General Contractor, or other type of entity.

**“Day”** means a calendar day unless otherwise specifically noted in the Contract Documents.

**“Differing Site Condition”** has the meaning indicated in Section 3.2 of these General Conditions.

**“Final Completion”** has the meaning indicated in Section 4.7 of these General Conditions.

**“Force Majeure Event”** means a delay caused by any national or general strikes, fires, riots,

acts of God, acts of the public enemy, floods, acts of terrorism, unavoidable transportation accidents or embargoes, or other events: (i) which are not reasonably foreseeable as of the date the Agreement was executed; (ii) which are attributable to a cause beyond the control and without the fault or negligence of the party incurring such delay; and (iii) the effects of which cannot be avoided or mitigated by the party claiming such Force Majeure Event through the use of commercially reasonable efforts. The term Force Majeure Event does not include a delay caused by seasonal weather conditions, inadequate construction forces, general economic conditions, changes in the costs of goods, or Contractor's failure to place orders for equipment, materials, construction equipment or other items sufficiently in advance to ensure that the Work is completed in accordance with the Contract Documents.

**"General Conditions"** means this document.

**"Legal Requirements"** means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work including, without limitation, those related to safety and environmental protection. The terms Legal Requirements shall also include any requirements or conditions included in a permit required for, or issued in conjunction with, the Project.

**"Potential Change Notice"** has the meaning indicated in Section 7.3 of these General Conditions.

**"Project"** means the construction project described in the Agreement.

**"Punchlist"** means shall mean a schedule of Work items (developed in accordance with the procedures described in Article 4) which remain to be completed prior to Final Completion, but which do not adversely affect the performance, operability, capacity, efficiency, reliability, cost effectiveness, safety or use of the Project after Substantial Completion.

**"Schedule of Values"** means the detailed statement furnished by Contractor and approved by UTA in accordance with Section 4.1, which statement outlines the various components of the Contract Price and allocates values for all such components in a manner that can be used for preparing and reviewing invoices.

**"Site"** means the land or premises on which the Project is located, as more particularly defined and described in the Contract Documents.

**"Subcontractor"** means any person or entity (including subcontractors at any tier, design engineers, laborers and materials suppliers) retained by Contractor or any other Subcontractor to perform a portion of Contractor's obligations under the Contract Documents.

**"Substantial Completion"** or **"Substantially Complete"** has the meaning indicated in Section 4.6 of these General Conditions.

**"Work"** means all obligations, duties, requirements, and responsibilities for the successful

completion of the Project by Contractor, including furnishing of all services and/or equipment (including obtaining all applicable licenses and permits to be acquired by Contractor) in accordance with the Contract Documents.

## **ARTICLE 2**

### **Contractor's Services**

#### **2.1 General Services.**

- 2.1.1 Contractor's Project Manager shall be reasonably available to UTA and shall have the necessary expertise and experience required to supervise the Work. Contractor's Project Manager shall communicate regularly with UTA and shall be vested with the authority to act on behalf of Contractor.
- 2.1.2 Contractor shall provide UTA with a monthly status report detailing the progress of the Work, including: (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether unusual health and safety issues exist in connection with the Work; and (iv) other items that require resolution so as not to jeopardize Contractor's ability to complete the Work for the Contract Price and within the Contract Time(s).
- 2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Contractor shall prepare and submit, within seven (7) Days of the execution of the Agreement, a schedule for the execution of the Work for UTA's review and response. The schedule must indicate the dates for the start and completion of the various stages of Work, including the required dates when UTA obligations must be completed to enable Contractor to achieve the Contract Time(s). Such UTA obligation dates may include (where contemplated in the Contract Documents): (i) Site availability requirements; and/or (ii) dates when UTA information or approvals are required. The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. UTA's review of, and response to, the schedule shall not be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

#### **2.2 Design Services.** If the Work includes any design services, provisions 2.2.1 through 2.2.8 apply.

- 2.2.1 Contractor shall provide the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Contractor to complete the Work consistent with the Contract Documents. Contractor shall ensure that design services are performed by qualified, licensed design professionals employed by Contractor, or by qualified, independent licensed design consultants procured by Contractor.
- 2.2.2 Contractor and UTA shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that UTA may wish to review, which setting forth the Project requirements. Interim design submissions must be consistent with the Basis of Design Documents, as the Basis of Design Documents may



have been changed through the design process set forth in this Section 2.2.2. On or about the time of the scheduled submissions, Contractor and UTA shall meet and confer about the submissions, with Contractor identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 7. Minutes of the meetings, including a full listing of all changes, will be maintained by Contractor and provided to all attendees for review. Following the design review meeting, UTA will be entitled to at least ten (10) Days to review and approve the interim design submissions and meeting minutes.

- 2.2.3 To the extent not prohibited by the Contract Documents or Legal Requirements, and with the approval of UTA, Contractor may prepare interim design submissions and portion of the Work prior to completion of the Construction Documents for the entire Work.
- 2.2.4 Contractor shall submit proposed Construction Documents to UTA, which must be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and UTA shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.2.2 above. Contractor shall submit one set of approved Construction Documents to UTA prior to commencement of construction
- 2.2.5 UTA's review and approval of interim design submissions, meeting minutes, and Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither UTA's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to: (i) relieve Contractor from its obligations to comply with the Contract Documents; (ii) relieve Contractor from its obligations with respect to the accuracy of the design submittals; or (iii) transfer any design liability from Contractor to UTA.
- 2.2.6 Upon completion of the Work, and as a condition to receiving final payment pursuant to Section 4.7, Contractor shall prepare and provide to UTA a final set of as-built drawings, depicting the Project as completed, including all changes to the Project made subsequent to the approval of the Construction Documents.
- 2.2.7 All drawings, specifications, interim design submissions, Construction Documents, and other documents furnished by Contractor to UTA pursuant to the Contract Documents (those documents, the "Work Product") are deemed to be instruments of service and Contractor shall retain the ownership and intellectual property rights therein.
- 2.2.8 Once UTA has made a corresponding payment for the Work required for Contractor to prepare any Work Product, Contractor will be deemed to have granted to UTA a license to use that Work Product in connection with the construction, occupancy, and maintenance of the Project, or any other UTA project or facility.

## **2.3 Government Approvals, Permits, and Legal Requirements.**

- 2.3.1 Except where the Contract Documents expressly state that UTA will be responsible for a specific entitlement, Contractor shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project or Site. Contractor shall provide reasonable assistance to UTA in obtaining any permits, approvals, and licenses that the Contract Documents expressly specify to be a UTA responsibility.
- 2.3.2 Contractor shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.
- 2.3.2 Contractor shall file a notice of commencement, a notice of completion, and other notices required by Utah Code Title 38 (Liens). Contractor shall file such notices in the manner and within the time periods required by law.
- 2.3.3 The Contract Price and/or Contract Time(s) will be adjusted to compensate Contractor for the effects of any changes in the Legal Requirements provided that such changes: (i) materially increase Contractor's cost of, or time required for, the performance of the Work; and (ii) are enacted after the effective date of the Agreement.

## **2.4 Construction Services.**

- 2.4.1 Contractor shall proceed with construction in accordance with the approved Construction Documents.
- 2.4.2 Except to the extent that the Contract Documents expressly identify UTA obligations related to the Work, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities (whether or not expressly stated or depicted in the Contract Documents or Construction Drawings) to permit Contractor to complete construction of the Project consistent with the Contract Documents.
- 2.4.3 Contractor is responsible for securing the Site until UTA issues a Certificate of Substantial Completion.
- 2.4.4 Contractor shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Contractor shall at all times exercise complete and exclusive control over the means, methods, sequences, techniques and procedures of construction.
- 2.4.5 Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to the following: (i) all Contractor, Subcontractor, UTA employees, the public and other persons who may be affected thereby; (ii) all Work and all equipment and

materials to be incorporated into the Work; and (iii) other property at the Site or adjacent thereto. Contractor shall comply with the minimum standards imposed by UTA's Construction Safety and Security Program Manual, as updated from time to time (UTA's Construction Safety and Security Program Manual is incorporated into the Contract Documents by reference). However, Contractor shall be responsible for all additional as necessary to comply protect persons and property and comply with applicable Legal Requirements related to safety.

- 2.4.6 Contractor shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. UTA may require Contractor to remove from the Project a Subcontractor or anyone employed directly or indirectly by any Subcontractor, if UTA reasonably concludes that the Subcontractor is creating safety risks at the Site or quality risks to the Project.
- 2.4.7 Contractor is responsible for the proper performance of the Work by Subcontractors and for any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between UTA and any Subcontractor, including but not limited to any third-party beneficiary rights.
- 2.4.8 Contractor shall coordinate the activities of all of its Subcontractors. If UTA performs other work on the Project or at the Site with separate contractors under UTA's control, Contractor agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.4.9 Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit UTA to occupy the Project or a portion of the Project for its intended use.

## **2.5 Quality Control, Quality Assurance, Inspection, Rejection and Correction of Work.**

- 2.5.1 Contractor shall develop a Project-specific construction quality control plan as contemplated in UTA's Quality Management Plan and Construction Quality Plan. The Contractor's plan shall satisfy the minimum requirement imposed by UTA's Construction Quality Plan and shall be sufficient to ensure that Work is performed in compliance with the Contract Documents. If the Work includes any design services, Contractor shall also develop and thereafter comply with a design quality plan that meets the minimum requirements set forth in the UTA Design Quality Plan. The UTA Quality Management Plan, Construction Quality Plan and Design Quality Plan are incorporated into the Contract Documents by reference. The Contractor's plans shall be subject to UTA's review and approval.
- 2.5.2 Contractor shall comply with the approved quality control plan(s). Responsibilities shall include inspection and testing and related activities including administration, management,

supervision, reports, record keeping and use of independent testing agencies and laboratories. Contractor shall provide evidence of compliance with the Contract Documents.

- 2.5.3 UTA will have the right to audit and spot check the Contractor's quality control procedures and documentation. This will include the Company's right to inspect and test all Work at reasonable times. Contractor shall cooperate with any inspection and testing performed by UTA. All contractor-furnished materials and supplies shall be subject to inspection at the point of manufacture.
- 2.5.2 Any inspection and testing performed by UTA shall be for the sole and exclusive benefit of UTA. Neither inspection and testing of Work, nor the lack of same nor acceptance of the Work by UTA, nor payment therefore shall relieve Contractor from any of its obligations under the Contract Documents.
- 2.5.3 At any time prior to Substantial Completion, UTA may reject Work which fails to conform to the Contract Documents. Contractor shall, at its sole expense, promptly re-perform or correct any Work so as to conform to the requirements of the Contract. Contractor shall not be entitled to an adjustment to the Contract Price and/or Contract Times with respect to any corrective action necessary to rectify non-conforming Work.
- 2.5.4 If Contractor fails to promptly remedy rejected Work, UTA may, without limiting or waiving any other rights or remedies it may have, self-perform (through its own forces or through other contractors) the necessary corrective action(s) and deduct all amounts so incurred from any amount then or thereafter due Contractor.

## **2.6 Contractor's Warranty.**

- 2.6.1 Contractor warrants to UTA that all Work, including all materials and equipment furnished as part of the Work, shall be: (i) of good quality conforming to generally recognized industry standards; (ii) in conformance with the Contract Documents; (iii) free of defects in materials and workmanship; and (iv) consistent with applicable Legal Requirements. Without limiting the generality of the forgoing, Contractor also specifically warrants that any design, engineering or other professional services provided by Contractor shall be shall satisfy applicable professional standards of care and that all materials and that any equipment furnished as part of the construction shall be new (unless otherwise specified in the Contract Documents). This provision is not intended to limit any manufacturer's warranty that provides UTA with greater warranty rights than set forth in this Section 2.6. Contractor shall provide UTA with all manufacturers' warranties upon Substantial Completion. Similarly, nothing in this Article is intended to limit any other express warranties set forth in the Contract Documents or to limit any other warranties implied by law, custom or usage of trade.
- 2.6.2 If Contractor becomes aware of any defect in the Work, or non-conformance with the Contract Documents, Contractor shall give prompt written notice of that defect or non-conformance to UTA.

- 2.6.3 Except as otherwise stated in the Agreement, Contractor shall correct any Work that does not comply with the warranties provided above for a period of two years following the date of Substantial Completion.
- 2.6.4 Contractor shall, within seven (7) Days of receipt of written notice from UTA that the Work does not comply with the warranties provided above, take meaningful steps to commence corrective action, including the correction, removal, replacement or re-performance of the nonconforming Work and the repair of any damage to other property caused the warranty failure. If Contractor fails to commence the necessary corrective action within such seven (7) Day period (or thereafter fails to continuously and diligently pursue such corrective action to completion), UTA may (in addition to any other remedies provided under the Contract Documents) provide Contractor with written notice that UTA will self-perform (through its own forces or through other contractors) correction of the warranty failure at Contractor's expense. If UTA performs (or causes to be performed) such corrective action, UTA may collect from Contractor all amounts so incurred. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) Day period identified above shall be deemed inapplicable.
- 2.6.5 The two-year period referenced in Section 2.6.3 above only applies to Contractor's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies UTA may have regarding Contractor's other obligations under the Contract Documents

### **ARTICLE 3**

#### **Site Conditions**

#### **3.1 Hazardous Materials.**

- 3.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Contractor's Work, Contractor is not responsible for any Hazardous Materials encountered at the Site. "Hazardous Materials" means any substance that: (i) is deemed a hazardous waste or substance under any environmental law; or (ii) might endanger the health of people exposed to it.
- 3.1.2 If Contractor discovers at the Site any substance the Contractor reasonably believes to be a Hazardous Material, Contractor shall immediately stop Work in the area of the discovery and immediately report the discovery to the UTA Project Manager. UTA shall determine how to deal with the Hazardous Material, and Contractor shall resume Work in the area when directed to do so by the UTA Project Manager.
- 3.1.3 Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Materials.
- 3.1.4 The risk allocation and change provisions of Sections 3.1.1 through 3.1.3 do not apply to



any Hazardous Materials introduced to the Site by Contractor, its Subcontractors, or anyone for whose acts Contractor is responsible. Those provisions also exclude Hazardous Materials that were properly stored and/or contained at the Site but thereafter released as a result of the Contractor's negligent performance of the Work. To the extent that Hazardous Materials are introduced and/or released at the Site by Contractor as described above in this Section 3.1.4, then: (i) to the fullest extent permitted by law, Contractor shall defend and indemnify UTA from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from such Hazardous Materials; and (ii) Contractor shall not be entitled to an extension of Contract Price and/or Contract Time(s).

### **3.2 Differing Site Conditions.**

- 3.2.1 If Contractor encounters a Differing Site Condition, Contractor will be entitled to an adjustment to the Contract Price and/or Contract Time(s) to the extent Contractor's cost and/or time of performance have been adversely impacted by the Differing Site Condition. "Differing Site Condition" means concealed or latent physical conditions at the Site that: (i) materially differ from the conditions indicated in the Contract Documents; and (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 3.2.2 Upon encountering a Differing Site Condition, Contractor shall provide prompt written notice to UTA of such condition, which notice shall not be later than five (5) Days after such condition has been encountered. Contractor shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## **ARTICLE 4** **Payment**

### **4.1 Schedule of Values.**

- 4.1.1 Unless required by UTA upon execution of this Agreement, within ten (10) Days of execution of the Agreement, Contractor shall submit for UTA's review and approval a Schedule of Values for all of the Work. The Schedule of Values will: (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Contractor throughout the Work.
- 4.1.2 UTA will timely review and approve the Schedule of Values so as not to delay the submission of the Contractor's first application for payment. UTA and Contractor shall timely resolve any differences so as not to delay the Contractor's submission of its first application for payment.

## **4.2 Application for Payment.**

- 4.2.1 To receive payment, Contractor shall submit to UTA an Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. Contractor shall not submit Applications for Payment more often than once per month. The Application for Payment must be accompanied by supporting documentation sufficient to establish, to UTA's reasonable satisfaction, Contractor's entitlement to receive payment.
- 4.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that: (i) UTA is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, UTA will receive the equipment and materials free and clear of all liens and encumbrances.
- 4.2.3 The Application for Payment will constitute Contractor's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all materials and equipment will pass to UTA free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the materials and equipment into the Project, or upon Contractor's receipt of payment, whichever occurs earlier.

## **4.3 Sales Tax Exemption**

- 4.3.1 Purchases of certain materials are exempt from Utah sales tax. UTA will provide a sales tax exemption certificate to Contractor upon request. UTA will not pay Contractor for sales taxes for exempt purchases, and such taxes should not be included in Contractor's Application for Payment.

## **4.4 UTA's Payment Obligations.**

- 4.4.1 UTA shall pay Contractor all amounts properly requested and documented within thirty (30) Days of receipt of an Application for Payment.
- 4.4.2 Notwithstanding Section 4.4.1, UTA may withhold up to 5% of each payment as retention in accordance with Utah Code Ann. § 13-8-5.
- 4.4.3 Notwithstanding Section 4.4.1, UTA may offset from such Application for Payment amounts any owed to UTA by Contractor pursuant to the Contract Documents.
- 4.4.4 If UTA determines that Contractor is not entitled to all or part of an Application for Payment as a result of Contractor's failure to meet its obligations under the Contract Documents, UTA will notify Contractor of the specific amounts UTA has withheld (or intends to withhold), the reasons and contractual basis for the withholding, and the specific actions Contractor must take to qualify for payment under the Contract Documents. If the Contractor disputes UTA's bases for withholding, Contractor may pursue its rights under

the Contract Documents, including those under Article 8.

#### **4.5 Contractor's Payment Obligations.**

- 4.5.1 Contractor shall pay Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Contractor has received from UTA on account of their work. Contractor shall indemnify and defend UTA against any claims for payment and mechanic's liens as set forth in Section 5.2 hereof.
- 4.5.2 If the Contract Documents include Federal Clauses, the terms of those Federal Clauses pertaining to payment of Subcontractors supersede any conflicting terms of this Article 4.

#### **4.6 Substantial Completion.**

- 4.6.1 Contractor shall notify UTA when it believes the entire Work is Substantially Complete. As used in the Contract Documents, "Substantially Complete" or "Substantial Completion" refers to the Contractor's satisfactory completion of all Work in accordance with the Contract Documents (excluding Punchlist items) to point such that UTA may safely start-up, occupy or otherwise fully use the Project for its intended purposes in compliance with applicable Legal Requirements. The terms "Substantially Complete" or "Substantial Completion" also require the completion of any items of Work specifically set forth as conditions precedent to Substantial Completion in the Agreement. Within five (5) Days of UTA's receipt of Contractor's notice, UTA and Contractor will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, UTA shall prepare and issue a Certificate of Substantial Completion that will set forth: (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining Punchlist items that have to be completed before Final Completion and final payment; and (iii) provisions (to the extent not already provided in the Contract Documents) establishing UTA's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending Final Completion and final payment.
- 4.6.2 Promptly after issuing the Certificate of Substantial Completion, UTA shall release to Contractor all retained amounts, less an amount equal to two times the reasonable value of all remaining Punchlist items noted in the Certificate of Substantial Completion.
- 4.6.3 Upon Contractor's request or upon UTA's own initiative, UTA may, in its sole discretion, deem a discrete segment of the Project to be Substantially Complete. The provisions of Sections 4.6.1 and 4.6.2 will apply to that discrete segment of the Project. In addition, before UTA may take possession of a discrete segment of the Project, UTA and Contractor shall obtain the consent of their sureties, insurers, and any government authorities having jurisdiction over the Project.
- 4.6.4 Following Substantial Completion, UTA may restrict Contractor's access to the Site. UTA shall allow Contractor reasonable access to the Site in order for the Contractor to achieve Final Completion.

#### 4.7 **Final Payment.**

4.7.1 When Contractor has achieved Final Completion of the Work, Contractor shall submit a Final Application for Payment. As used in the Contract Documents, “Final Completion” refers to the Contractor’s satisfactory completion of all Work in accordance with the Contract Documents including completion of Punchlist items, demobilization from the Site and the transmittal of all deliverables required by the Contract Documents. The Final Application for Payment shall include (at a minimum) the items set forth below.

4.7.1.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect UTA’s interests;

4.7.1.2 A general release executed by Contractor waiving, upon receipt of final payment, all claims, except those claims previously made in writing to UTA and remaining unsettled at the time of final payment;

4.7.1.3 All as-built drawings, redlined drawings, operating manuals, warranty assignments and other deliverables required by the Contract Documents; and

4.7.1.4 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

4.7.2 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punchlist if discovered earlier, will be deemed warranty Work. Contractor shall correct such deficiencies pursuant to Section 2.6, and UTA may withhold from the final payment the reasonable value of completion of the deficient work until that work is completed.

### **ARTICLE 5** **Indemnification and Loss**

5.1 **Patent and Copyright Infringement.** If the Work includes any design services, provisions 5.1.1 through 5.1.3 apply.

5.1.1 Contractor shall defend any action or proceeding brought against UTA based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. UTA shall give prompt written notice to Contractor of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Contractor shall indemnify UTA from and against all damages and costs, including but not limited to attorneys’ fees and expenses awarded against UTA or Contractor in any such action or proceeding. Contractor shall keep UTA informed of all developments in the defense of such actions.

5.1.2 If UTA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Contractor shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Contractor cannot so procure such right within a reasonable time, Contractor shall promptly, at Contractor's expense, either: (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

5.1.3 Sections 5.1.1 and 5.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright: (i) relating solely to a particular process or product of a particular manufacturer specified by UTA and not offered or recommended by Contractor to UTA; or (ii) arising from modifications to the Work by UTA or its agents after acceptance of the Work

5.2 **Payment Claim Indemnification.** Provided that UTA is not in breach of its contractual obligation to make payments to Contractor for the Work, Contractor shall indemnify, defend and hold harmless UTA from any claims or mechanic's liens brought against UTA or against the Project as a result of the failure of Contractor, its Subcontractors, or others for whose acts Contractor is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) Days of receiving written notice from UTA that such a claim or mechanic's lien has been filed, Contractor shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Contractor fails to do so, UTA will have the right to discharge the claim or lien and hold Contractor liable for costs and expenses incurred, including attorneys' fees.

### 5.3 **Contractor's General Indemnification.**

5.3.1 Contractor, to the fullest extent permitted by law, shall indemnify, hold harmless and defend UTA, its officers, trustees, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction resulting from or arising out of the negligent acts or omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3.2 If an employee of Contractor, a Subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA, its officers, directors, employees, or agents, Contractor's indemnity obligation set forth in Section 5.3.1 above will not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

5.4 **Risk of Loss.** Contractor bears all risk of loss to the Project, including materials and equipment not yet incorporated into the Project, until final payment is made by UTA.



## **ARTICLE 6**

### **Time**

- 6.1 **Obligation to Achieve the Contract Times.** Contractor shall commence performance of the Work and achieve the Contract Time(s) in accordance with the Contract Documents. The Contract Documents specify critical completion milestones with which Contractor must comply. All time and schedule requirements included within the Contract Documents are of the essence. By executing the Agreement, Contractor confirms that the completion milestones in the Contract Documents are reasonable for the performance of the Work. Unless otherwise excused by the terms of the Contract Documents, Contractor's failure to timely perform the Work in accordance with the completion milestones shall result in the assessment of liquidated damages (if, and to the extent, set forth in the Agreement) and (where no liquidated damages are provided under the Agreement or where the maximum liquidated damages available under the Agreement have been incurred) an event of default.
- 6.2 **Excusable Delays.** The Contract Time(s) for performance shall be equitably adjusted by Change Order to the extent that Contractor is actually and demonstrably delayed in the performance of the Work because of: (i) Differing Site Conditions (as provided in Section 3.2); (ii) Hazardous Materials (as provided in Section 3.1); (iii) Force Majeure Events (as defined in Section 1.3); (iv) changes in the Work directed by UTA (as provided in Section 7.2); (v) constructive changes (as provided in Section 7.3); (vi) changes in Legal Requirements (as provided in Section 2.3.3); (viii) a suspension without cause (as provided in Section 9.1); or (viii) UTA's unexcused delay in performing any UTA obligation specified in the Contract Documents in accordance with the completion milestones indicated in the approved schedule.
- 6.3 **Excusable and Compensable Delays.** In addition to Contractor's right to a time extension for those events set forth in Section 6.2 above, Contractor will also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price will not be adjusted for delays caused by Force Majeure Events.

## **ARTICLE 7**

### **Changes**

- 7.1 **Change Orders.**
- 7.1.1 Contractor shall not undertake any activity that materially changes the Work, or materially deviates from the requirements of the Contract Documents, except as authorized in this Article 7. Any costs incurred by Contractor without authorization as provided in this Article 7 will be considered non-compensable.
- 7.1.2 A Change Order is a written instrument, signed by UTA and Contractor, issued after execution of the Agreement, stating their agreement on a change in: (i) the scope of the Work; (ii) the Contract Price; and/or (iii) the Contract Time(s).
- 7.1.3 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. UTA and Contractor shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

**7.2 UTA-Directed Changes.** UTA may direct changes in the Work. Upon receipt of such direction, Contractor shall prepare an estimate of the cost and schedule impact of the change (if any). Upon agreement between UTA and Contractor on the scope of the change to the Work, and the adjustment, if any, to the Contract Price and/or Contract Times, UTA and Contractor shall execute a written Change Order.

**7.3 Constructive Changes.**

7.3.1 To the extent that Contractor: (i) receives a written or verbal direction or proceeding from UTA that Contractor believes to constitute a material change to the nature, character or schedule of the Work; and/or (ii) becomes aware of any circumstance or condition that expressly provides Contractor a right to a Change Order under the terms of the Contract Documents, then (in either case) Contractor shall deliver to UTA's Project Manager written notice (hereinafter a "Potential Change Notice") within ten (10) Days after Contractor becomes aware of (or should have reasonably become aware) the facts and circumstances which Contractor believes to give rise to a Change Order.

7.3.2 Contractor's failure to deliver a Potential Change Notice in a timely manner shall constitute a waiver of all of Contractor's rights to a Change Order.

7.3.3 In conjunction with the Potential Change Notice (or as soon as reasonably possible thereafter), Contractor shall submit to UTA all supporting information and documentation necessary for UTA to evaluate the contractual basis for the Potential Change Notice and to also evaluate the relief claimed by Contractor. Contractor shall promptly respond to all UTA inquiries about the Potential Change Notice and the supporting information and documentation.

7.3.4 To the extent UTA concludes that the Potential Change Notice demonstrates Contractor's entitlement to a Contract adjustment, and provided that the parties are able to negotiate mutually agreeable adjustments to the Contract Documents, then UTA and Contractor shall execute a written Change Order.

**7.4 Direction or Authorization to Proceed.**

7.4.1 Prior to final agreement with respect to a Change Order, UTA may issue a Direction or Authorization to Proceed ("DAP"). A DAP is a written order unilaterally prepared and signed by UTA directing the Contractor to proceed with specified Work while Change Order negotiations or Claim resolution discussions continue. UTA may issue a DAP at any time, and Contractor shall undertake the Work as set forth in the DAP, and in accordance with the Contract Documents.

7.4.2 After issuance of a DAP, UTA and Contractor shall continue to negotiate in good faith to resolve outstanding issues expeditiously.

**7.5 Requests for Information.** UTA shall have the right, from time to time, to issue clarifications to the Work of a non-material nature at any time. Contractor shall have the corresponding right to

seek clarification with respect to ambiguous or conflicting provisions of the Contract Documents. Such clarifications or conflicts shall be confirmed, implemented and documented through a Request for Information (“RFI”) process to be developed for the Project. The RFI process may also be used to document minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

## **7.6 Contract Price Adjustments.**

7.6.1 The increase or decrease in Contract Price resulting from a change in the Work will be determined by one or more of the following methods:

7.6.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

7.6.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by UTA;

7.6.1.3 Costs, fees and any other markup rates set forth in the Agreement; or

7.6.1.4 If an increase or decrease cannot be agreed to as set forth in items 7.6.1.1 through 7.6.1.3 above and UTA issues a DAP, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit rate, as may be set forth in the Agreement.

7.6.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to UTA or Contractor because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

7.6.3 Negotiations over changes in the Contract Price will be conducted using an open-book cost-estimating process. UTA defines “open-book” to include all elements of Contractor’s costs, including labor hours and rates, units and estimated quantities, unit prices, equipment estimates, material costs, and subcontractor costs. Contractor shall openly share its detailed cost estimate, material and subcontractor quotations and any other information used to compile its cost estimate.

7.7 **Disputes Regarding Change Orders.** If the parties are not able to agree as to whether a Change Order is warranted under the Contract Documents, or cannot agree upon the extent of relief to be granted under a Change Order after good faith negotiations, either party may refer the dispute to the Claim resolution provisions of Article 8. Pending resolution of such Claim, Contractor shall proceed with the Work as directed by UTA under a reservation of rights. UTA shall continue to pay any undisputed payments related to such Claim.

7.8 **Emergencies.** In any emergency affecting the safety of persons and/or property, Contractor shall

act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 7.

## **ARTICLE 8**

### **Claims and Claim Resolution**

#### **8.1 Claims.**

8.1.1 “Claim” means any disputes between UTA and the Contractor arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 8. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.

8.1.2 Unless otherwise directed by UTA in writing, Contractor shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.

#### **8.2 Claim Resolution.**

8.2.1 The parties shall attempt in good faith to resolve promptly through negotiation any Claim arising out of or relating to the Contract Documents. If a Claim should arise, UTA’s Project Manager and Contractor’s Project Manager will meet at least once to attempt to resolve the Claim. For such purpose, either may request the other to meet within seven (7) Days of the date the Claim is made, at a mutually agreed upon time and place.

8.2.2 If UTA’s Project Manager and Contractor’s Project Manager are not able to resolve the Claim within fourteen (14) Days after their first meeting (or such longer period of time as may be mutually agreed upon), either party may request that UTA’s Senior Representative and the Contractor’s management representative (“Contractor’s Management Representative”) meet at least once to attempt to resolve the Claim.

8.2.3 If the Claim has not been resolved within sixty (60) Days of the date the Claim is made, either party may refer the Claim to non-binding mediation by sending a written mediation request to the other party. In the event that such a request is made, the Parties agree to participate in the mediation process. Non-binding mediation of claims or controversies under the Contract Documents shall be conducted by a professional mediator that is mutually acceptable to and agreed upon by both parties (the “Mediator”). The parties and the Mediator may join in the mediation any other party necessary for a mutually acceptable resolution of the Claim. The mediation procedure shall be determined by the Mediator in consultation with the parties. The fees and expenses of the Mediator shall be borne equally by the parties.

8.2.4 If the Claim is not resolved within thirty (30) days after the commencement of mediation, or if no mediation has been commenced within one hundred and twenty (120) days of the date the Claim is made, either party may commence litigation to resolve the Claim. The

exclusive forum for any such litigation is the Third District Court in and for Salt Lake County, Utah.

## **ARTICLE 9**

### **Suspension and Termination**

#### **9.1 UTA's Right to Stop Work.**

9.1.1 UTA may, without cause and for its convenience, order Contractor in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and twenty (120) consecutive Days or aggregate more than two hundred and forty (240) Days during the duration of the Project. In the event a suspension continues longer than the above-referenced periods, Contractor shall have the right to terminate the Agreement. Any such termination shall be considered to be a termination for convenience by UTA.

9.1.2 If a suspension is directed by UTA without cause, Contractor shall be entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by UTA.

9.1.3 In addition to its rights under Section 9.3, UTA shall have the right to order a suspension for cause if the Work at any time ceases to comply with the workmanship, safety, quality or other requirements of the Contract Documents or any Legal Requirements. Contractor shall not be entitled to seek an adjustment the Contract Price and/or Contract Time(s) with regard to any such suspension.

#### **9.2 UTA's Right to Terminate for Convenience.** Upon written notice to Contractor, UTA may, for its convenience and without cause, elect to terminate this Agreement. In such event, UTA shall pay Contractor for the following:

9.2.1 All Work satisfactorily completed or commenced and in process as of the effective date of termination;

9.2.2 The reasonable and demonstrable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors; and

9.2.3 The fair and reasonable sums for overhead and profit on the sum of items 9.2.1.1 and 9.2.1.2 above. UTA shall not be liable for anticipated profits, costs or overhead based upon Work not yet performed as of the date of termination.

#### **9.3 UTA's Right to Terminate for Cause; Other Remedies for Default.**

9.3.1 Subject to the cure provision of Section 9.3.2 below and other limitations set forth in these General Conditions, Contractor shall be in default of its obligations under the Contract Documents if Contractor: (i) fails to provide a sufficient number of skilled workers; (ii) fails to supply the materials required by the Contract Documents; (iii) fails to comply with



applicable Legal Requirements; (iv) fails to timely pay its Subcontractors without proper cause; (v) makes a materially false or misleading representation or certification in conjunction with the Contract Documents; (vi) fails to prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted; (vii) fails to satisfy any guaranteed interim or completion milestone set forth in the Contract Documents; or (viii) fails to perform any other material obligations under the Contract Documents. In any such event, UTA (in addition to any other rights and remedies provided in the Contract Documents or by law) shall have the rights set forth in Sections 9.3.2 through 9.3.5 below.

- 9.3.2 Upon the occurrence of an event of default set forth in Section 9.3.1 above, UTA may provide written notice to Contractor that it intends to terminate the Agreement (in whole or in part) or pursue other available remedies unless the grounds for default are cured within ten (10) Days of Contractor's receipt of such notice. If Contractor fails to cure the grounds for default within such period, then UTA may declare the Agreement, or portions of the Agreement, terminated for default by providing written notice to Contractor of such declaration; provided, however, that to the extent that an item included is the notice of default and demand for cure is capable of cure, but not within the ten-Day cure period, then the Agreement shall not be terminated so long as Contractor commences actions to reasonably cure such breach within the 10-Day cure period and thereafter continuously and diligently proceeds with such curative actions until completion (such additional period not to exceed 45 Days). UTA may terminate the Agreement without opportunity to cure if the breach involves the Contractor's material failure to comply with any Legal Requirements pertaining to safety or environmental compliance.
- 9.3.3 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to self-perform (through its own forces or through other contractors) the corrective action necessary to cure Contractor's event of default and deduct all costs so incurred from any amount then or thereafter due to Contractor.
- 9.3.4 Upon the continuance of a breach described in Section 9.3.1 for more than ten (10) Days following delivery of written notice to Contractor (and regardless of whether the Agreement, or any portion hereof, has been terminated as provided above), UTA shall be entitled to seek performance by any guarantor of Contractor's obligations hereunder or draw upon any surety or security provided for in the Contract Documents.
- 9.3.5 Upon declaring the Agreement terminated pursuant to Section 9.3.2 above, UTA may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Contractor hereby transfers, assigns and sets over to UTA for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall not be entitled to receive any further payments under the Contract Documents until the Work

shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by UTA in completing the Work, such excess shall be paid by UTA to Contractor. If UTA's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor shall pay the difference to UTA. Such costs and expenses include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by UTA in connection with the procurement and defense of claims arising from Contractor's default.

9.3.6 All rights and remedies set forth in the Contract Documents are cumulative, and unless otherwise specifically provided in the Contract Documents are not exclusive of any other rights or remedies that may be available, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise. Upon the occurrence of any such default, following the applicable process described in this Article, UTA shall be entitled to pursue any and all other rights and remedies, including without limitation damages, that UTA may have against Contractor under the Contract Documents or at law or in equity.

9.3.7 If UTA improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 9.2 above.

#### **9.4 Bankruptcy of Contractor.**

9.4.1 If Contractor institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Contractor's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

9.4.1.1 Contractor, its trustee or other successor, shall furnish, upon request of UTA, adequate assurance of the ability of the Contractor to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) Days after receiving notice of the request; and

9.4.1.2 Contractor shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) Days of the institution of the bankruptcy filing and shall diligently prosecute such action. If Contractor fails to comply with its foregoing obligations, UTA shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the UTA under this Article 9.

9.4.2 The rights and remedies under Section 9.4.1 above shall not be deemed to limit the ability of UTA to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

### **ARTICLE 10** **Value Engineering**

## **10.1 Value Engineering Change Proposals.**

10.1.1 A Value Engineering Change Proposal (“VECP”) is a proposal developed, prepared, and submitted to UTA by the Contractor, which reduces the cost of the Work without impairing essential functions or characteristics of the Project, as determined by UTA in its sole discretion. UTA encourages Contractor to submit VECPs whenever it identifies potential savings or improvements. UTA may also request the Contractor to develop and submit a specific VECP.

10.1.2 In determining whether a VECP will impair essential functions or characteristics of the Project, UTA may consider: (i) relative service life; (ii) maintenance effort and frequency; (iii) environmental and aesthetic impacts; (iv) system service; (v) effect of other system components; and (vi) other issues as UTA deems relevant. A VECP must not be based solely on a change in quantities.

10.1.3 Contractor must include the following information in any VECP:

10.1.3.1 A narrative description of the proposed change,

10.1.3.2 A discussion of differences between existing requirements and the proposed change, together with advantages and disadvantages of each changed item;

10.1.3.3 A complete cost analysis, including the cost estimate of any additional rights-of-way or easements required for implementation of the VECP;

10.1.3.4 Justification for changes in function or characteristics of each item and effect of the change on the performance on the end item;

10.1.3.5 A description of any previous use or testing of the proposed approach and the conditions and results. If the VECP was previously submitted on another UTA project, the Contractor shall indicate the date, contract number, and the action taken by UTA;

10.1.3.6 Costs of development and implementation; and

10.1.3.7 Any additional information requested by UTA, which must be provided in a timely manner.

## **10.2 Review and Approval of VECPs**

10.2.1 Upon receipt of a VECP, UTA shall process it expeditiously, but will not be liable for any delay in acting upon any VECP. Contractor may withdraw all or part of any VECP at any time prior to approval by UTA, but shall, in any case, be liable for costs incurred by UTA in reviewing the withdrawn VECP, or part thereof. In all other situations, each party will bear its own costs in connection with preparation and review of VECPs.

10.2.2 UTA may approve in whole or in part any VECP submitted. The decision of UTA

regarding rejection or approval of any VECP will be at the sole discretion of UTA and will be final and not subject to appeal. Contractor will have no claim for any additional costs or delays resulting from the rejection of a VECP, including development costs, loss of anticipated profits, or increased material or labor costs

- 10.3 **Cost Savings.** Except as otherwise stated in the Agreement, any savings resulting from an approved VECP will accrue to the benefit of UTA and Contractor on a 50/50 cost sharing basis.
- 10.4 **Ownership of VECs.** All approved or disapproved VECs will become the property of UTA and must contain no restrictions imposed by Contractor on their use or disclosure. UTA retains the right to use, duplicate, and disclose, in whole or in part, any data necessary for the utilization of the VECP on any other projects without any obligation to Contractor. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

## **ARTICLE 11**

### **Health Insurance**

#### **11.1 Insurance Coverage for Employees.**

- 11.1.1 If the Contract Price is \$2,000,000 or more, Contractor shall, prior to the effective date of the Agreement, demonstrate to UTA that Contractor has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Contractor's employees and the employee's dependents during the duration of the Contract.
- 11.2.1 If the Contractor enters into any subcontracts under the Contract Documents in an amount of \$1,000,000 or more, then Contractor shall also demonstrate to UTA that such subcontractor(s) have and will maintain an offer of qualified health insurance coverage for the subcontractor's employees and the employee's dependents during the duration of the subcontract

## **ARTICLE 12**

### **Miscellaneous**

- 12.1 **Confidential Information.** "Confidential Information" means information that is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies in writing as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. To the extent permitted by law (including specifically UCA Title 63G Chapter 2), the receiving party shall maintain the confidentiality of the Confidential Information and shall use the Confidential Information solely in connection with the Project. The parties agree that the Agreement itself (including all incorporated Contract Documents) does not constitute Confidential Information.
- 12.2 **PUBLIC INFORMATION:** Vendor acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and

Management Act (GRAMA). Vendor's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

- 12.3 **Prohibited Interest.** No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by, Contractor or the proceeds under the Contract Documents without specific written authorization by UTA.
- 12.4 **Assignment.** Contractor acknowledges that the Work to be performed by Contractor is considered personal by UTA. Contractor shall not assign or transfer its interest in the Contract Documents without prior written approval by UTA.
- 12.5 **Successors.** Contractor and UTA intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and permitted assigns.
- 12.6 **Governing Law.** The Agreement and all Contract Documents are governed by the laws of the State of Utah, without giving effect to its conflict of law principles. Actions to enforce the terms of this Agreement may only be brought in the Third District Court for Salt Lake County, Utah.
- 12.7 **Attorneys Fees and Costs.** If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.
- 12.8 **Severability.** If any provision or any part of a provision of the Contract Documents is finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
- 12.9 **No Waiver.** The failure of either Contractor or UTA to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.
- 12.10 **Headings.** The headings used in these General Conditions, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.11 **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.12 **FORCE MAJEURE:** Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent



successful performance of the Contract.

Exhibit A Statement of Work  
UTA Contract 21-03425  
UTA Roof Specifications 10/25/2021

Location 1: Buildings #3 and #4 at Timpanogos Division located at: 1110 South Geneva Road, Orem UT 84058

Location 2: Midvale Rail Service Center located at: 613 W 6960 S, Midvale UT 84047

Location 3: Warm Springs located at: 900 N 500 W, Salt Lake City, UT 84116: Partial Areas 1 and 2 as marked in Exhibit C

Contractor is required to provide

A. BID BOND:

A 5% BID BOND and 100% Performance and Payment Bond to ACCOMPANY ALL BIDS.

B. COMPLETION:

Re-Roofing project must be completed on or before July 31, 2022.

NOTE:

GUARANTEES:

A Must be 100% FULL VALUE TYPE and not LIMITED TO THE ORIGINAL INSTALLATION COST.

B THE TPO MEMBRANE, ROOF COVERING MATERIALS AND HARDWARE USED IN THE INSTALLATION AND WHICH IS CONSIDERED PART OF THE NEW ROOF MUST CARRY A MINIMUM 20 YEAR GUARANTEE.

ROOFING SPECIFICATIONS AND INSTALLATION PROCEDURES:

TPO Roofing System, minimum of .060 mill thickness mechanically fastened.

Contractors shall carefully review and follow manufactures recommended procedures in the placement and installation of this project and materials. Contractors shall follow all the special precautions manufacturer suggest in relation to "When and how" material should be placed. These instruction are especially important in relationship to adverse weather conditions, temperature, and open time of solvents and sealants.

DO NOT take on an area of roofing, unless area SHALL BE LEFT WATERTIGHT daily.

Contractor shall provide the project with an experienced, thoroughly trained superintendent, and adequate number of skilled workman.

## SCOPE

The work shall consist of: FURNISHING ALL LABOR AND MATERIALS REQUIRED TO INSTALL A NEW TPO ROOFING SYSTEM, INCLUDING ALL INCIDENTAL AND ACCESSORY ITEMS.

The contractor will:

PREPARE THE ROOF SURFACE TO BE COVERED AS PART OF THE ROOF BID CONTRACT.

The main components to be furnished are as follows:

- 1      A. THERMAL INSULATION (ISO 95+ Polyisocyanurate insulation)  
         B. REUSE EXISTING THERMAL INSULATION AND TAPER WHEN POSSIBLE.  
         C. REPLACE INSULATION OR TAPER IF DAMAGED OR WROTTEN.
- 2      MINIMUM OF SIXTY (60) MIL TPO (REINFORCED)
- 3      COATED FLASHING
- 4      ALL FASTENERS AND PERIMETER ANCHORAGE NAILERS.
- 5      ROOF LEVELING SHEETS AS REQUIRED.
- 6      DRAIN FLASHING
- 7      CAULKING AND SEALANTS
- 8      WALKWAYS
- 9      SKYLIGHT REQUIREMENTS

## MATERIALS

- 1      THERMAL INSULATION:

Class I Polyisocyanurate with MINIMUM THICKNESS OF 1". Will need to be used only if old insulation is deemed bad.

- 2 ROOF MEMBRANE: (REINFORCED) A MINIMUM SIXTY (60) MIL WHITE TPO MEMBRANE. (NOT AVERAGE sixty (60) mil thickness, but GUARANTEED MINIMUM SIXTY (60) MILL THICKNESS.)

NOTE:

A SAMPLE OF THE ACTUAL ROOF MEMBRANE PRODUCT MATERIAL TO BE INSTALLED WILL BE DELIVERED TO THE PURCHASING DEPARTMENT FOR INSPECTION DURING THE BID PROCESS AND PRIOR TO AWARD OF THE BID.

NOTE:

ALL EXISTING SINGPLY ROOFING WILL NEED TO BE REMOVED AND DISPOSED OF BY CONTRACTOR. IF A SECOND LAYER IS FOUND A NEGOTIATED PER FOOT PRICE FOR REMOVAL WILL NEED TO BE NEGOTIATED.

COATED FLASHING

- 1 FLASHING SHALL BE A MINIMUM OF TWENTY FOUR (24) GAGE PREFABRICATED METALCLAD WHITE GALVANIZED STEEL.

FASTENERS

- 1 ALL FASTENERS SHALL BE OF NON-CORROSIVE GRADE QUALITY. Quality and type shall be as per roofing manufacturers recommendations. The fastener system and installation system shall preform for the expected life of the roofing system in total.
- 2 Perimeter Anchorage nailers shall be treated #2 or better, "WOLMANIZED" pressure treated, rot and fire resistant material.

NOTE:

- (1) ALL PRESENT FLASHING WILL BE (WALL TOP) WILL BE REMOVED AND REPLACED TO ACCOMMODATE ROOFING INSTALLATION AND ACTIVITIES. CONTRACTOR WILL BE RESPONSIBLE FOR CARE AND HANDLING FOR THE MAINTENANCE AND CONDITION OF SAME.
- (2) ALL FLASHING, IN/ON/OVER, BUILDING ROOF EXPANSION JOINTS WILL REMAIN INTACT AND BE COVERED BY THE NEW MEMBRANE AND BY THE NEW MEMBRANE ROOF GUARANTEE.

ROOF CRICKETING

- 1 IN ANY AREAS LIFTING OF ROOF SURFACE TO ACHIEVE PROPER DRAINAGE, provide 3/4" thick ESP or Fiberboard as needed.

#### DRAIN FLASHING

- 1 ALL DRAINS IN ROOF, shall be flashed with .60 TPO detail or unsupported TPO flashing membrane.

#### CAULKING AND SEALANT

- 1 ALL WALL FLASHINGS THAT HAVE ALLUMINUM TERMINATION BAR SHALL USE APPROPRIATE SEALANTS THAT ARE COMPATIBLE WITH TPO MEMBRANE. PIPE PENETRATIONS ARE TO BE CLAMPED WITH STAINLESS STEEL CLAMPS AND COMPATIBLE URITHENE SEALANTS.

#### WALK WAYS

- 1 WALK WAYS INSTALLATION WILL BE COMPLETED IN SUCH A WAY AS TO BE CONSISTENT WITH MEMBRANE AND WALK WAY MATERIAL MANUFACTURERS SPECIFICATIONS.
- 2 PLACEMENT OF WALK WAYS POSITIONS AND LOCATION WILL BE ADDRESSED AT THE/DURING THE ROOFING PROCESS. A WALKWAY MUST BE PLACED FROM ROOF HATCH TO EACH ROOFTOP UNIT AND AROUND UNIT PERIMETER; MATERIAL MUST BE A COLOR OTHER THAN THAT OF THE ROOF MEMBRANE.
- 3 WALKWAY MATERIALS shall be laid on top of a layer of protection material as described under materials section. The protection material shall over lap a minimum of (4") four inches and shall extend at least three inches (3") beyond the walkway material on all sides. Walkways will be TPO material. Heat weld the perimeters of the walkway material to the roofing membrane per manufacturer specifications.

#### SKYLIGHTS

- 1 Skylight support frames and openings will be flashed to prevent leakage onto and under the roof membrane covering.

#### ROOF MOUNTED EQUIPMENT

- 1 ALL ROOF MOUNTED UNITS AND EQUIPMENT SUCH AS HEATING AND VENTING UNITS OR OTHER SEMI-ATTACHED EQUIPMENT found on roof shall be raised where necessary and existing non movable roof units

THAT CAN NOT BE MOVED OR RAISED, flashing and membrane must be applied in a proper/standard manner. Contractor shall provide (Where necessary) proper and adequate support skids to prevent any possible membrane abrasion and /or puncture.

#### ROOF PREPARATION, INSTALLATION OF NEW ROOF, AND SCHEDULING.

- 1 Schedule the roofing work in areas and sections in such a manner as to keep new insulation, roofing materials, and building absolutely dry and water tight at all times with drain strainers or baskets to prevent debris from construction in drain line. Keep roof drains in operating condition at all times, with roofing operations not restricting the flow of water.
  - 2 In such roofing operations where a partial or a complete tear may be necessary it is imperative that progression of the roofing work take into consideration factors such as weather condition, productivity of the crew, Availability of roofing materials and supplies. ECT...
  - 3 Remove all demolished construction materials, from the premises in a legal and proper manner to a licensed land fill or contractors' repository.
- A The roofing contractor shall be responsible for providing proper surfaces to receive roofing and flashing materials. The contractor shall notify Johnny Johnson of any and all defects in the receiving surfaces. Work shall proceed until any and all such defects have been corrected.
- B All loose debris shall be removed from the roof by the roofing contractor as necessary to facilitate the installation of the new roof and materials.
- C The entire roof shall be inspected by the roofing contractor to determine the area to be roofed is free of debris. Such determination shall extend to the removal of nails and protruding objects/fasteners which may have been utilized in the existing roof.

#### INSULATION INSTALLATION

- A DO NOT LAY MORE INSULATION THAN CAN BE COVERED AND MECHANICALLY FASTENED in a day's work. Provide temporary water cut off's at the end of each working day. Water cut off's shall be of such quality to protect the already installed portion of the new roof for several day's.



- B Any Wet, Broken, or otherwise damaged insulation found on the project shall be removed from the premises and replaced with new dry undamaged material at a negotiated price per square foot as applicable.
- C Where/if insulation in a thickness in excess of one and one half (1 1/2") is utilized, the insulation shall be laid in two (2) layers, with the top layer staggered one half board in both directions in order to prevent cold bridging, (thermal Shorts). Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drains.
- D Consult with roofing materials manufacturer and/or the insulation manufacturer as top additional requirements for insulation fastening over and above the required fastening on the roofing system (Where Necessary) Insulation boards shall be laid in such a fashion as to anticipate dimensional change of the insulation depending on the time of installation.

#### MEMBRANE INSTALLATION

- A. Starting at the low point of the roof, place the membrane panels without stretching over the acceptable substrate. Position subsequent membrane sheets in the same manner, overlapping the ends of adjoining sheets a minimum of 3" and side laps a minimum of 6". Install panels to insure that laps shed water.
- B. Where TPO Membrane has been cut to expose reinforcing membrane. FiUltraPly TPO Cut Edge Sealant or TPO General Purpose Sealant (or equivalent) must be used to encapsulate exposed edges.
- C. Install each fastener so that it is properly engaged in the deck and not overdriven.

#### MEMBRANE THERMOPLASTIC WELDING.

- A. Lap splice areas that have been contaminated must be wiped down with a dry or damp (water only) clean cloth prior to heat welding and allow to completely dry.
- B. All field and flashing splices on the horizontal surface shall be completed using an automatic heat welder that has been designed for hot air welding of thermoplastic membranes.
- C. Hand held welders are only to be used on vertical welds or where an automatic welder is not practical or cannot be used.
- D. Seams made with the automatic welder shall be a minimum of 1-1/2" wide. Seams made with hand welders shall be a minimum of 2" wide. Use 2" wide silicone or silicone coated steel hand rollers to assure proper mating of surfaces as hand heat welding proceeds.
- E. Probe all completed welds using a slotted screwdriver or cotter pin puller type tool to verify seam integrity. Do not probe welds until they have had time to cool to ambient conditions. Any welds found to be insufficiently welded need to be

repaired on a daily basis.

#### MEMBRANE SECUREMENT

- A. Secure membrane at all locations where the membrane terminated or goes through an angle change greater than 1" in 12" except for round pipe.
- B. Penetrations less than 18" in diameter and square penetrations less than 4" square.

#### FLASHING – PENETRATIONS

- A. General:
  - 1. If project is a Retrofit or Tear-Off remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
  - 2. Flash all penetrations passing through the membrane.
  - 3. The flashing seal must be made directly to the penetration.
- B. Pipes, Round Supports, etc:
  - 1. Flash with TPO Flashing (or equivalent) where practical.
  - 2. Flash using TPO membrane when Pre-Molded Flashing is not practical.
- C. Structural Steel Tubing:
  - 1. Use a field fabricated pipe flashing detail provided that the minimum corner radius is greater than ¼" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail.
- D. Roof Drains:
  - 1. If project is a Retrofit or Tear-Off remove all existing flashing, drain leads, roofing materials and cement from the existing drain in preparation for membrane and Water Block Seal.
  - 2. Provide a clean even finish on the mating surfaces between the clamping ring and the drain bowl.
  - 3. Taper insulation around the drain to provide a smooth transition from the roof surface to the drain. Use pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope. Slope shall not exceed manufactures recommendations.
  - 4. Position of TPO membrane, then cut a hole for the roof drain to allow ½"-3/4" of membrane extending inside the clamping ring past the drain bolts.
  - 5. Make round holes in the TPO membrane to align with clamping bolts. Do not cut the membrane to the bolt holes.
  - 6. Place Water Block Seal on top of drain bowl where the clamping ring seats below the membrane.
  - 7. Install the roof drain clamping ring and clamping bolts. Tighten the clamping bolts to achieve constant compression.
- E. Pipe Cluster and Unusual Shaped Penetrations:
  - 1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
  - 2. Secure penetration pockets per manufactures details.
- 3. Fill penetration pockets with Pourable Sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.

## FLASHING INSTALLATION

- A Perimeter and roof top equipment shall be executed in accordance with roofing membrane manufacturer's details and specifications.
- B Flashing shall be installed at all intersections, roof interruptions and penetrations in accordance with roofing manufacturer's specifications.
- C All flashing shall extend up vertical surfaces/equipment at least (8") inches and onto the roofs surface not less than (3") inches.
- D All flashing and terminations shall be securely fastened to the/in the plane of the roof deck with suitable fasteners to provide a holding force of not less than 150 pounds per lineal foot for the expected life of the roofing system. Fasteners used to secure the flashing shall be galvanized or corrosion resistant material with a head diameter of not less than three-eighth (3/8") inch.
- E Where and If T.P.O. laminated metal flashing is utilized, the outside edges shall be hemmed in order not to expose any edge directly weathering influence.

## INSPECTIONS AND WARRANTY

- A THE ROOFING MANUFACTURER'S REPRESENTATIVE AND THE ROOFING CONTRACTOR SHALL CONDUCT ALL REQUIRED INSPECTIONS AND SUBMIT ALL REQUIRED DOCUMENTATION TO THE ROOFING MATERIALS MANUFACTURER FOR OBTAINING THE SPECIFIED ROOFING WARRANTY.
- B UPON RECEIPT OF REQUIRED SUBMITTAL CERTIFYING INSPECTION AND ACCEPTANCE OF THE INSTALLED ROOF SYSTEM, THE WARRANTY SHALL BE DULY EXECUTED AND ISSUED TO THE AUTHORITY.

## CLEAN-UP

- A Clean all contaminants from building and surrounding areas.
- B Remove trash, debris, equipment from project site and surrounding areas.
- C Repair or replace damaged building components or surrounding areas to the satisfaction of the Authority.

## APPROXIMATE SQUARE FOOTAGE OF EACH BUILDING

BUILDING #3 & 4 Timp	62,500 SQ. FOOT
MRSC BUILDING Midvale	71,000 SQ. FOOT
BUILDING Warm Springs	88,200 SQ. FOOT

Exhibit B  
UTA Contract 21-03425



Bid Proposal

Date: 11/4/2021

Attention: Mr. Rick Wilson

RE: UTA 2021 Reroof projects

We appreciate the opportunity to bid these projects with you. We propose to furnish and install the following:

- Remove all existing roofing membrane and fasteners
- Remove all existing rotted and deteriorated insulation
- Install a new 60 mil TPO membrane in a mechanically fastened system
- Install all details and terminations per manufacturer specifications
- 20 yr. 80 MPH system warranty
- Reinstall metal parapet wall coping caps
- Install 24 ga. pre-finished metal drip edge where required

Total price Timpanogos .....	\$132,285.00
Total price Midvale Rail Service Center .....	\$254,875.00
Total price Warm Springs section 1,2 .....	\$170,315.00

Due to unprecedented market volatility pricing is good for 60 days.

Progress Payments will be made for each location with approved invoice at key milestones, namely:

1. Upon delivery of materials to take advantage of pricing prior to significant market increases.
2. Upon completion of a location, with 10% withheld until Manufacturer Warranty is issued.
3. Final 10% when Manufacturer Warranty is issued.

Thank you,

Rob Graham

5941 Stratler Street  
Murray, UT 84107-6902  
Ph: 801-467-4270 Fax: 801-467-3961  
Aww@Allweatherwaterproofing.com









# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Todd Provost, Capital Development Director  
Janelle Robertson, Project Manager

**TITLE:**

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**Contract: FrontRunner Forward Environmental Services Pool (Parametrix, Inc.)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute FrontRunner Forward Environmental Services Pool Contract with Parametrix, Inc.

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**BACKGROUND:**

UTA desires to promptly advance FrontRunner Forward projects through the environmental and preliminary design processes. The pool of qualified environmental consultants allows UTA to advance quickly into the environmental work once the investments/improvements are identified. Environmental services could include categorical exclusions or environmental assessments, associated technical studies, and preliminary design needed to complete the environmental work.

UTA issued a Request for Qualifications (RFQu) for the FrontRunner Forward Environmental Services Pool Contract, to provide environmental services for investments/improvements to the FrontRunner system. Two consultants were selected as most qualified to provide the environmental services: Parametrix, Inc., and HDR, Inc.

UTA will now execute a Master Task Ordering Agreement (MTOA) with the selected consultants. Task Orders shall be issued on a fixed labor rate basis.

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## DISCUSSION:

This contract is to approve a Master Task Ordering Agreement (MTOA) with Parametrix, Inc. to provide environmental professional services to advance FrontRunner investments/improvements through environmental study and preliminary design. Parametrix, Inc. will execute a Master Task Ordering Agreement for a five-year term. Task orders will be issued as needed with a total budget of \$2, 500,000.00. . Selection is not a guarantee that task orders will be received. The current value of this Agreement is zero and will be increased commensurate with issuance of individual task orders.

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## CONTRACT SUMMARY:

<b>Contractor Name:</b>	Parametrix Consult, Inc.
<b>Contract Number:</b>	21-034961VW
<b>Base Contract Effective Dates:</b>	January 13, 2022 - January 31, 2027
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Amount Contract Value:</b>	\$0
<b>Procurement Method:</b>	RFQu
<b>Funding Sources:</b>	State Funding

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## ALTERNATIVES:

UTA could decide not to approve a contract with Parametrix, Inc. This decision would delay the initiation of preliminary design and environmental studies for the initial investment projects identified by UTA. This would make it difficult to advance the initial investment projects to construction as quickly as possible.

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## FISCAL IMPACT:

The budget for the environmental services consultant pool is included in the 2022 Capital Budget.

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## ATTACHMENTS:

Master Task Ordering Agreement

# Master Task Ordering Agreement

UTA CONTRACT NO. 21-034961VW

## FRONTRUNNER ENVIRONMENTAL PROFESSIONAL SERVICES

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and Parametrix Consult., Inc, a Consulting Company (“Consultant”).

### RECITALS

- A. UTA desires to award a task ordering contract for environmental professional services for the FrontRunner system contained in Exhibit A.
- B. On September 18, 2021, UTA issued Request for Qualifications Package Number 21-034961VW (“RFQu”) encouraging interested parties to submit Statements of Qualifications (SOQs)
- C. Upon evaluation of the SOQs submitted in response to the RFQu, UTA selected Consultant with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

### AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

#### **1. SERVICES TO BE PROVIDED**

- a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this MTOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.

- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. TASK ORDER**

- a. The Consultant shall perform services with respect to a wide variety of tasks, as described in Exhibit A Scope of Work at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and Not to Exceed for each Task, and document those and other terms, as necessary, in a written "Task Order". The Not to Exceed for each Task Order shall be developed in accordance with Section 5 of this contract and Exhibit B. Exhibit B identifies the labor rates for key personnel, overhead rates, and fee, for Consultant and consultants. Upon the execution of a Task Order, the Consultant shall perform services for that Task Order.
- c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of the Task Order, UTA shall retain the right to remove the Task from the Consultant and negotiate with another selected Consultant.
- d. Each Task shall be entirely completed – including any deliverables – by the final acceptance date specified in the applicable Task Order. When, in the opinion of the UTA's Project Manager, the Consultant has fully performed the work under a Task Order, UTA's Project Manager will notify the Consultant of completion.
- e. There is no guarantee of a particular amount of compensation or number of Task Orders to the Consultant under this Agreement.

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the

Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.

- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Agreement requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Agreement requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Agreement. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Agreement and/or Task requirements.
- g. If Consultant fails to promptly remedy rejected work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

#### **4. PERIOD OF PERFORMANCE**

This Agreement shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring on January 31, 2027. Contract end the Consultant shall complete all Work as stated in each Task Order. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

#### **5. COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in the Task Order according to pricing terms identified in Exhibit B. If the Task Order does not specify any milestones or other payment provisions, then payment may be made according to this section, no more than monthly, or upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Task Order amount, Task Order budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in the Task Order (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed

the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.

- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Consultant owes to UTA under this Agreement.

## **6. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents (where applicable), are hereby incorporated into the Contract by reference and made a part hereof:
  - 1. The terms and conditions of this Task Order Agreement (including any exhibits and attachments hereto).
  - 2. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
  - 3. UTA's RFQu including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- a. UTA/Consultant's Master Task Order Agreement including all attachments
- b. UTA Terms and Conditions
- c. UTA Solicitation Terms
- d. Consultant's Bid or Proposal including proposed terms or conditions

Any Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

## **8. CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
  - 1. In the Scope of Services;
  - 2. In the method or manner of performance of the Work; or
  - 3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.



- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
  - 1. The date, circumstances, and source of the change; and
  - 2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 23 of this Contract.

## **9. INVOICING PROCEDURES**

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to [the UTA Project Manager](#) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
  - I. Consultant Name
  - II. Unique Invoice Number
  - III. PO Number
  - IV. Invoice Date
  - V. Detailed Description of Charges
  - VI. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments)

amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

#### **10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA's operation, maintenance, modification, improvement and replacement of UTA's assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants.

#### **11. USE OF CONSULTANTS**

- a. Consultant shall give advance written notification to UTA of any proposed consultants (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all consultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such consultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to consultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by consultants.
- e. Consultant agrees that no consultant shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

#### **12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. Since the qualification of key personnel was a key factor in selection of Consultant, the loss of key personnel may result in serious consequences up to and including termination and exclusion from MTOA.

#### **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and

take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.

- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **14. TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience, UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and consultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any consultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate

termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination

- d. **TERMINATION OF TASK ORDER:** UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual Task Order of the entire MTOA. Where the MTOA is terminated for convenience, the Consultant shall be entitled to payment in full for all Task Orders satisfactorily completed prior to the termination date. Where a Task Order is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

#### **15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under the Task Order (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all consultants utilized in the performance of the Work at any tier.

#### **16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or consultants under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  - 1. Information already in the public domain;
  - 2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  - 3. Information developed by or in the custody of Consultant before entering into this Contract;

4. Information developed by Consultant through its work with other clients; and
5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

## **17. PUBLIC INFORMATION.**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

## **18. GENERAL INDEMNIFICATION**

Consultant shall indemnify, and hold harmless UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, , actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or consultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of Consultant, a consultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnatee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the negligence of UTA or the Indemnitees.

## **19. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in the Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or consultants and Consultant is free to purchase additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: “The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant.”

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or consultant is exempt under UCA, AND when such Consultant or consultant executes the appropriate waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either



continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
  - 1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
  - 2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name & Address).
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.  
 All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.  
 All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.**
- F. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all consultant as additional insureds under its policies or consultants shall maintain separate insurance as determined by the Consultant, however, consultant's limits of liability shall not be less than

\$1,000,000 per occurrence / \$2,000,000 aggregate. consultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultants. Utah Transit Authority must be scheduled as an additional insured on any consultant policies.

- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by consultants of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its consultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any consultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## **21. INDEPENDENT CONSULTANT**

Consultant is an independent Consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

**22. PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

**23. CLAIMS/DISPUTE RESOLUTION**

- a. “Claim” means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

Level of Authority	Time Limit
UTA’s Project Manager/Consultant’s Project Manager	Five calendar days
UTA’s Chief Service Development Officer / Consultant’s [SECOND LEVEL]	Five calendar days
UTA’s Executive Director / Consultant’s [THIRD LEVEL]	Five calendar days

Unless otherwise directed by UTA’s Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved.

If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## **24. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

## **25. ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## **26. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## **27. NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA  
Utah Transit Authority  
Attn: Vick Woodward  
669 West 200 South  
Salt Lake City, UT 84101

with a required copy to  
Utah Transit Authority  
Attn: Legal Counsel  
699 West 200 South  
Salt Lake City, UT 84101

If to Consultant:  
Parametrix, Inc.  
Daryl Wendle, Principal Consultant and Project Manager  
719 2<sup>nd</sup> Avenue Suite 200  
Seattle, WA 98104

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.

- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## **28. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Vicki Woodward, Contract should be directed to said Contract Administrator, or designee.

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that consultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the consultant's employees and the employee's dependents during the duration of the subcontract.

## **30. COSTS AND ATTORNEYS' FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

## **31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this Contract.

## **32. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

## **33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

**34. SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

**35. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

**35. AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

**36. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**37. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.





**UTAH TRANSIT AUTHORITY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Hancock  
Acting Chief Service Development Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary DeLoretto  
Interim Executive Director

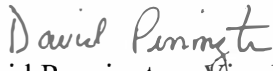
Approved as to Content and Form

DocuSigned by:  
 Date: 12/7/2021  
70E33A415BA44F6  
Mike Bell, AAG State  
and UTA Legal Counsel

DocuSigned by:  
 Date: 12/7/2021  
6853314B5B84462  
Reviewed & Recommended  
Janelle Robertson, UTA Project Manager

UTA Project Code 21-032961VW

**PARAMETRIX CONSULT., INC:**

By  Date: 12/02/2021  
David Pennington, Vice President  
Fed ID# 91-0914810

## **Exhibit A - Scope of Work**

The Scope of Work contained in this contract is for information purposes only. All individual Task Orders that are issued to the Consultant will contain their own specific statement of work. Each Individual Task Order will include a specific scope of services specific to the needed services.

## **Exhibit B - Labor Cost Form**

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

### **Fixed Firm Labor Costs**

**21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form**

All Firms										
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead Rate Percentage	Fee	Fully Burdened Bill Rate
1	Parametrix	X		Wendle	Daryl	Project Manager / Principal Consultant	\$ 94.00	175.31%	10.00%	\$ 284.67
2	Parametrix	X		Slippery	John	Project Controls, QA/QC / Operations Manager	\$ 89.69	175.31%	10.00%	\$ 271.62
3	Parametrix	X		McCreery	Marriah	Project Administrator / Sr Project Accountant	\$ 40.83	175.31%	10.00%	\$ 123.65
4	Parametrix	X		Woodman	Claire	Environmental Services Lead / Sr Planner	\$ 70.41	175.31%	10.00%	\$ 213.24
5	Parametrix	X		Krinke	Mara	Environmental Task Order Manager / Sr Planner	\$ 67.20	175.31%	10.00%	\$ 203.51
6	Parametrix	X		Mazzola	Mark	Environmental Task Order Manager / Sr Planner	\$ 72.09	175.31%	10.00%	\$ 218.32
7	Parametrix	X		Miller	Stephanie	Environmental Task Order Manager / Sr Consultant	\$ 81.71	175.31%	10.00%	\$ 247.46
8	Parametrix	X		Phelps	Shane (Michael)	Environmental Task Order Manager / EP&C Division Manager	\$ 67.21	175.31%	10.00%	\$ 203.54
9	Parametrix	X		Stumpf	Morgan	Preliminary Design Task Order Manager / Sr Engineer	\$ 68.10	175.31%	10.00%	\$ 206.24
10	Parametrix	X		Touey	Sarah	Preliminary Design Task Order Manager / Sr Engineer	\$ 70.46	175.31%	10.00%	\$ 213.38
11	Parametrix	X		Treadwell	David	Preliminary Design Task Order Manager / Sr Engineer	\$ 71.19	175.31%	10.00%	\$ 215.59
12	DEA		X	Dorn	Mark	Preliminary Design/Engineering Lead / Project Manager IV	\$ 123.96	170.81%	10.00%	\$ 369.27
13	DEA		X	Jaramillo	Leah	Environmental Task Order Manager / Sr Public Involvement Manager	\$ 55.00	170.81%	10.00%	\$ 163.85
14	DEA		X	Clegg	Bob	Preliminary Design Task Order Manager / Project Manager IV	\$ 87.86	170.81%	10.00%	\$ 261.72
15	DEA		X	Farley	Kevin	Preliminary Design Task Order Manager / Project Manager V	\$ 85.00	170.81%	10.00%	\$ 253.21
16	DEA		X	Jeffers	Kevin	Preliminary Design Task Order Manager / Project Manager VI	\$ 88.68	170.81%	10.00%	\$ 264.17
17	DEA		X	Martin	Tim	Preliminary Design Task Order Manager / Engineer VI	\$ 62.18	170.81%	10.00%	\$ 185.23
18	DEA		X	Yazzoline	Lindsay	Preliminary Design Task Order Manager / Engineer V	\$ 59.16	170.81%	10.00%	\$ 176.23
19	Certus Environmental Solutions		X	Ellis	Sheri	Cultural Resources Principal	\$ 65.00	53.19%	10.00%	\$ 109.53
20	Certus Environmental Solutions		X	Ellis	Sheri	Admin/Clerical/Crew	\$ 27.00	53.19%	10.00%	\$ 45.50
21	Cross-Spectrum Acoustics, Inc.		X	Meister	Lance	Noise and Vibration	\$ 60.07	140.21%	10.00%	\$ 158.72
22	Triunity, Inc.		X	Kean	Andrew	Sr Estimator	\$ 74.87	128.41%	10.00%	\$ 188.11
23	Triunity, Inc.		X	Kemper	Timothy	Sr Estimator	\$ 73.72	128.41%	10.00%	\$ 185.22

Signature: Daryl Wendle  
Title: Principal Consultant, Project Manager



Date: November 11, 2021



**Washington State  
Department of Transportation**

**Development Division**  
Contract Services Office  
PO Box 47408  
Olympia, WA 98504-7408  
7345 Linderson Way SW  
Tumwater, WA 98501-6504

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

June 24, 2021

**Parametrix, Inc.**

1019 39<sup>th</sup> Avenue SE, Suite 100  
Puyallup, WA 98374-2215

Subject: Acceptance FYE 2020 ICR – Cognizant Review

Dear Janice Walden:

We have accepted your firms FYE 2020 Indirect Cost Rate (ICR) of **175.31%** of Combined/Corporate (rate includes 0.20% Facilities Capital Cost of Money) based on the "Cognizant Review" from the WSDOT Audit Office. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email [consultantrates@wsdot.wa.gov](mailto:consultantrates@wsdot.wa.gov).

Regards;

A handwritten signature in blue ink that reads "Erik K. Jonson".

ERIK K. JONSON

Contract Services Manager

## Year ended October 31, 2020

Description	Total Cost	Direct Cost Eliminations	Unallowable Costs Eliminations	Costs Net of Eliminations	FAR Reference
<b>Labor Burden:</b>					
Holiday Pay	\$ 2,121,931	\$ -	\$ -	\$ 2,121,931	
Sick Pay	1,163,287	-	-	1,163,287	
Vacation Paid	3,625,897	-	-	3,625,897	
Termination/Severance	77,204	-	-	77,204	
New Employee Signing Pay	348,906	-	-	348,906	
Vacation Accrual	(1,021,958)	-	-	(1,021,958)	
Vacation Cash Out	1,279,822	-	-	1,279,822	
DOL Compliance Labor	75,381	-	-	75,381	
PTO	1,782,255	-	-	1,782,255	
PTO Accrual	28,201	-	-	28,201	
Bereavement Pay	41,056	-	-	41,056	
Group Medical	6,406,849	-	-	6,406,849	
Workers' Comp Ins.	249,883	-	-	249,883	
FICA and PR Taxes	5,329,174	-	-	5,329,174	
SUTA and State PR Taxes	695,347	-	-	695,347	
Union Benefits	846,239	-	-	846,239	
Officer Supp Comp	695,165	321,833	-	373,332	5
Civic Duty Labor	5,856	-	-	5,856	
Salary Variance - Civic Duty Labor	(30)	-	-	(30)	
Other Payroll Related Costs	28,308	-	-	28,308	
Incentive Compensation	199,866	-	157,207	42,659	12
PR Calculated Fringe Elimination	-	-	75,745	(75,745)	2
<b>LABOR BURDEN:</b>	<b>23,978,639</b>	<b>321,833</b>	<b>232,952</b>	<b>23,423,854</b>	
<b>GENERAL OVERHEAD</b>					
Indirect Labor	22,550,006	-	623,224	21,926,782	1.2
Occupancy	8,467,331	-	-	8,467,331	
Communications	804,518	-	-	804,518	
Special Equipment	722,773	722,773	-	-	3
Supplies	544,904	28,303	-	516,601	4
Service Contracts	107,109	-	-	107,109	
Publications and Memberships	304,681	-	4,614	300,067	13
Computer Hardware - NonCap	271,705	-	-	271,705	
Maintenance Agreements and Computer Equip	2,334,795	-	-	2,334,795	
Vehicle Expense	992,672	569,541	1,566	398,565	4.5
General and Administrative	840,257	-	128,940	713,317	5.8
Public Relations	99,505	-	99,505	-	1
Selling Expense	5,838	-	-	5,838	
Training and Safety Expense	354,573	-	-	354,573	
Employee Recruiting and Retention	541,002	-	139,466	401,536	13
Professional Services	451,132	92,092	-	359,040	4
Business Insurance	890,303	-	(265,000)	1,155,303	14
Taxes, Licenses and Fees	1,044,547	-	-	1,044,547	
Depreciation and Amortization	2,053,568	-	-	2,053,568	
Bad Debt Expense	194,399	-	194,399	-	7
Contributions	202,669	-	202,669	-	8
Misc Expenses	(8)	-	-	(8)	
401k Matching and ESOP Contributions	2,347,194	-	-	2,347,194	
Profit Sharing (Bonus) Expense	2,150,508	-	5,770	2,174,738	12
Reserves and Settlements - Non Ops	12,500	-	12,500	-	7
Interest Expense (net of Interest Income)	71,445	-	71,451	(6)	9
Gain/Loss on Sale of Fixed Asset	421,966	-	-	421,966	
Deferred Compensation	214,393	-	287,985	(73,592)	
Penalties	5,241	-	5,241	-	10
Rental Income-External	(3,715)	-	-	(3,715)	
Federal Income Tax	656,765	-	656,765	-	11
State Income Tax	502,674	-	124,079	378,595	11
<b>Total General Overhead Expense</b>	<b>50,194,240</b>	<b>1,432,709</b>	<b>2,291,174</b>	<b>46,460,357</b>	
<b>Labor Burden and General</b>					
Overhead Expense Before Allocation	74,162,879	1,754,542	2,524,126	69,984,211	
DEEI Allocation (Home Office)	3,215,046	-	667,343	2,547,703	
DEA Corp Allocation to Flux	-	-	-	-	
<b>Total Labor Burden and General Overhead Expense</b>	<b>\$ 77,377,925</b>	<b>\$ 1,754,542</b>	<b>\$ 3,191,469</b>	<b>\$ 72,431,914</b>	
<b>Direct Labor</b>	<b>\$ 42,472,270</b>			<b>\$ 42,472,270</b>	
<b>Overhead Expense Rate</b>	<b>182.18%</b>			<b>170.54%</b>	
<b>Facilities Capital Cost of Money Rate</b>				<b>.27%</b>	
<b>Combined Overhead Expense and Facilities Capital Cost of Money Rate</b>				<b>170.81%</b>	





State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

## DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.  
Executive Director

TERIANNE S. NEWELL, P.E.  
Deputy Director of Planning and Investment

LISA J. WILSON, P.E.  
Deputy Director of Engineering and Operations

September 2, 2021

Attn: Sheri Murray Ellis

**Certus Environmental Solutions, LLC**

655 7th Ave

Salt Lake City, UT 84103

sheri@certussolutionsllc.com

Dear Ms. Murray Ellis:

The purpose of the Utah Department of Transportation (UDOT) Consultant Services Financial Screening is to provide reasonable assurance that a Consultant's financial statements, presented Indirect Cost Rates (ICR), hourly billing rates, and direct costs comply with the 2 CFR Part 200, Subpart E, FAR, Cost Principles, and Utah Rules. The process consists of verification, risk assessment, desk review, and audit procedures as necessary to accept a firm's presented financial statements and/or ICR.

Based on our review of the un-audited ICR for Fiscal Year-End 12/31/2020, your firm is financially approved to contract with UDOT up to \$250,000 per contract (certain contracts may be limited to the state and federal small purchase cap).

UDOT Consultant Services accepts the following rate(s):

Effective Period of ICR Acceptance:	<u>09/02/2021</u> to <u>06/30/2022</u>		
Rate(s)	Home Office	Field Office	Company-Wide
Fringe Benefit Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>28.13 %</u>
General Overhead Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>25.06 %</u>
Total Fringe Benefit + General Overhead Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>53.19 %</u>
FCCM Rate(s)	<u>N/A %</u>	<u>N/A %</u>	<u>N/A %</u>
Rate(s) Above Agree with Consultant presented Rate(s)*	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	

\*Please reference attached Final ICR Schedule



State of Utah

SPENCER J. COX  
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Lieutenant Governor

## DEPARTMENT OF TRANSPORTATION

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Deputy Director of Planning and Investment

LISA J. WILSON, P.E.  
Deputy Director of Engineering and Operations

In compliance with Utah Rule R907-66-7(2)<sup>1</sup>, this financial screening acceptance will expire on 6/30/2022 (90 days from your firm's most recent fiscal year-end or 60 days prior to the anniversary date of this financial screening acceptance, whichever occurs earlier).

An approved financial screening does not guarantee selection for projects. If awarded contract overhead and fixed fee rates should not be calculated on any other additional direct costs billed. Your signature below indicates your agreement with the above ICR(s) to be used for contract billing purposes. Please keep a copy of this letter for your records and note that the accepted ICR(s) is subject to the terms of the agreement and may be adjusted pending the result of an audit, if applicable.

Sheri Murray Ellis Owner

09/05/2021

Signature

Printed Name

Title

Date

Thank you for your interest in doing business with UDOT. If you need assistance or additional information, please contact Consultant Services by email at [csscreening@utah.gov](mailto:csscreening@utah.gov) or call (801) 965-4138. Additional information can be found in the [Consultant Services Manual of Instruction](#).

Sincerely,

*Audrey D'Ambruoso*

Audrey D'Ambruoso

Financial Screening Reviewer  
UDOT Consultant Services

**Cross-Spectrum Accountants, Inc.**  
**Statement of Direct Labor, Fringe Benefits, and General Overhead**  
**For the Year Ended December 31, 2019**

Description	General Ledger Balance	Portion Unallowable	FAR Ref.	Total Proposed
<b>Direct Labor</b>	<u>\$ 491,601</u>			<u>\$ 491,601</u>
<b>Fringe Benefits</b>				
Payroll Taxes	\$ 74,321			\$ 74,321
Group Insurance	28,751			28,751
Retirement plan contribution	20,901			20,901
Workers' Compensation Insurance	6,730			6,730
Incentive Compensation	4,000			4,000
<b>Total Fringe Benefits</b>	<u>\$ 134,703</u>	<u>\$ -</u>		<u>\$ 134,703</u>
<b>General Overhead</b>				
Non-Project Labor	\$ 409,043			\$ 409,043
Building Costs(Rent)	52,898			52,898
Administrative Travel and Subsistence	27,259			27,259
Computer Supplies, Software and Training	20,002	(3,915)	(1)	16,087
Materials and Small Equipment	15,426	(2,210)	(2)	13,216
Dues, Subscriptions and Publications	14,906			14,906
Legal and Other Professional Fees	9,443			9,443
Equipment and Facility Maintenance	6,144			6,144
Taxes - other	5,543	(2,180)	(3)	3,363
Business Insurance	5,222			5,222
Telephone	4,547			4,547
Continuing Education	4,325			4,325
Licenses and Permits	4,254			4,254
Office Supplies	3,193			3,193
Other Occupancy Costs	2,975			2,975
Postage and Delivery	2,051			2,051
Payroll Service	1,717			1,717
Printing and reproduction	1,188			1,188
Bank charges	865	(250)	(4)	615
Depreciation and Amortization	726	7,702	(5)	8,428
Overhead Expense Recovery	(36,322)			(36,322)
<b>Total General Overhead</b>	<u>\$ 555,406</u>	<u>\$ (853)</u>		<u>\$ 554,553</u>
<b>Total Indirect Costs</b>				<u>\$ 689,256</u>
<b>Percentage of Direct Labor</b>				<b>140.21%</b>

**FAR References:**

- (1) 31.202 Unallowable cost items to be capitalized under policy.
- (2) 31.202 Unallowable cost items to be capitalized under policy.
- (3) 31.201-6 Unallowable prior period state tax expense.
- (4) 31.205-27 Unallowable organization costs.
- (5) 31.205-11 Allowable GAAP depreciation.

**TRIUNITY ENGINEERING & MANAGEMENT, INC.**

**Statement of Direct Labor, Fringe Benefits and General Overhead  
For the Year Ended December 31, 2020**

Description	Financial Statement Expense	Unallowable Expense	FAR Reference	Total Proposed
Direct labor	\$ 5,730,040	\$ -		\$ 5,730,040
Indirect costs				
Fringe benefits				
Insurance	\$ 925,081	\$ -		\$ 925,081
Vacation, sick, and holiday	747,722	-		747,722
Payroll taxes	664,541	-		664,541
Employee benefit plan	301,262	-		301,262
Other employee benefits	37,286	-		37,286
Total fringe benefits	\$ 2,675,892	\$ -		2,675,892
General overhead				
Payroll	\$ 3,429,392	\$ -		3,429,392
Travel	238,127	-		238,127
Office rent	211,339	-		211,339
Licenses	99,156	-		99,156
Insurance	95,944	-		95,944
Recruiting	86,925	-		86,925
Depreciation and amortization	85,017	-		85,017
Accounting and legal	79,183	-		79,183
Dues	59,777	-		59,777
Professional fees	58,472	-		58,472
Telephone	37,700	-		37,700
Taxes - other	36,026	-		36,026
Consulting	27,677	-		27,677
Relocation	28,653	-		28,653
Conferences	25,235	-		25,235
Internet fees	21,790	-		21,790
Professional development	19,788	-		19,788
Meetings	17,641	-		17,641
Office and administration	10,493	-		10,493
Printing	5,265	-		5,265
Transportation	4,364	-		4,364
Postage	3,587	-		3,587
Bank fees	321	-		321
Total general overhead	\$ 4,681,872	\$ -		4,681,872
Total indirect costs				7,357,764
Unallowable costs				
Interest expense	\$ 12,468	\$ (12,468)	(4)	-
Travel and meals	6,812	(6,812)	(3)	-
Gifts and entertainment	38,589	(38,589)	(3)	-
Lobbying and miscellaneous expense	44,317	(44,317)	(6)	-
Life insurance	15,327	(15,327)	(5)	-
Charitable contributions	5,437	(5,437)	(2)	-
Advertising	19,819	(19,819)	(1)	-
Total unallowable costs	\$ 142,769	\$ (142,769)		-
Total indirect costs				\$ 7,357,764
Percent of direct costs				128.41 %

## Exhibit C Federal Clauses

**Exhibit C  
Federal Clauses****ACCESS TO RECORDS AND REPORTS**

The Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Consultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Consultant or Supplier.

**INCORPORATION OF FTA TERMS**

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

**FEDERAL CHANGES**

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order financed in whole or

in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Consultant or Supplier who will be subject to its provisions.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Consultant or Supplier who will be subject to the provisions.

#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

#### **BUY AMERICA CERTIFICATION**

[Applicable Only to Contracts valued at more than \$100,000].

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and consultants are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

#### **FLY AMERICA REQUIREMENTS**

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.



### **CIVIL RIGHTS REQUIREMENTS**

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is **10%**. The agency's overall goal for DBE participation is **7%**. A separate contract goal **percentage DBE participation will be determined by Civil Rights Compliance Officer at time each Task Order is issued.**

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a consultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying proposal.

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE consultant whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**Offerors** must present the information required above with initial proposals. (see 49 CFR 26.53(3)).

d. The Consultant is required to pay its consultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **Utah Transit Authority**. In addition, **[the Consultant may not hold retainage from its consultants]**

e. The Consultant must promptly notify **Utah Transit Authority**, whenever a DBE consultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE consultant to perform at least the same amount of work. The Consultant may not terminate any DBE consultant and perform that work through its own forces or those of an affiliate without prior written consent of **Utah Transit Authority**.

#### **TERMINATION**

*(For contracts over \$10,000.00)*

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the

Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Consultant and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Default (Construction)** If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing

the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

### **DEBARMENT AND SUSPENSION**

[Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and consultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **ADA ACCESS**

**ADA Access for Individuals with Disabilities** – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

### **Domestic Preference**

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR 200.216, Consultant and its consultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
  - a. Huawei Technologies Company
  - b. ZTE Corporation
  - c. Hytera Communications Corporation
  - d. Hangzhou Hikvision Digital Technology Company
  - e. Dahua Technology Company
  - f. Any subsidiary of the above listed entities.

### **Federal Clauses Applicable only to Construction Contracts**

#### **CLEAN AIR REQUIREMENTS**

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **CLEAN WATER REQUIREMENTS**

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **FLY AMERICA REQUIREMENTS**

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

### **SEISMIC SAFETY REQUIREMENTS**

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a consultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS**

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Consultant and its consultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.



(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Consultant does not make payments to a trustee or other third person, Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any consultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Consultant employs apprentices or trainees under approved programs, Consultant shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Consultant is responsible for the submission of copies of payrolls by all consultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Consultant or consultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or consultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any consultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or consultant fails to submit the required records or to make them available, the federal agency may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Consultant's or consultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**(5) Compliance with Copeland “Anti-Kickback” Act Requirements** – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(6) Subcontracts** – Consultant and any consultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the consultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any consultant or lower tier consultant with all the contract clauses in 29 CFR 5.5.

### **BONDING REQUIREMENTS**

[Applicable Only to Contracts valued at more than \$150,000]

Unless a different requirement is set forth in the Contract, Consultant shall maintain the following bonds: A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

A performance bond in the amount of **100%** of the Contract value is required by the Recipient to ensure faithful performance of the Contract. The performance bond shall be provided by Consultant and shall remain in full force for the term of the Contract. Consultant will provide the performance bond to UTA within ten (10) business days from execution of the Contract. The performance bond must be provided by a fully qualified surety company acceptable to the UTA and listed as a company currently authorized under 31 CFR Part 22 as possessing a certificate of authority as described thereunder. UTA may require additional performance bond protection if the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price. UTA may secure additional protection by directing Consultant to increase the amount of the existing bond or to obtain an additional bond.

A labor and materials payment bond equal to the full value of the Contract must be furnished by Consultant to UTA as security for payment by Consultant and consultants for labor, materials, and rental of equipment. The bond may be issued by a fully qualified surety company acceptable to UTA and listed as a company currently authorized under 31 CFR Part 223 as possessing a certificate of authority as described thereunder.

## Exhibit D Federal Forms



## ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE STATEMENT

The undersigned states on behalf of the Bidder / Proposer Parametrix Consult, Inc.

A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

B. Bidder / Proposer designates --

Name Jeanna Hanenbug

Title Director of Human Resources

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.

D. Bidder / Proposer agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: Parametrix Consult, Inc.

Address: 4179 Riverboat Road #130 SLC, UT 84123

Signed: 

Title: Director of Human Resources

Phone Number: 253.604.6600

## ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

DBE PROJECT GOAL will be determined by Civil Rights Compliance Officer for each Task Order that issued. The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.



Bidder / Proposer will meet or exceed the DBE goal for this contract. If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of ten \_\_\_\_\_ percent ( 10 % ) of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

<u>DBE Name &amp; Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>	
Certus Solutions Salt Lake City, UT 84103	Environmental/Cultural Services	\$ 6,000	3	*Example
Cross Spectrum Acoustics - 699 E. South Temple #201 SLC, UT 84102	Noise and Vibration Analysis	\$ 6,000	3	% contract
TnUnity - 633 17th Street Suite #1500, Denver, CO 80202	Project Controls and Cost Estimating	\$ 8,000	4	% amount using
				a \$200k work
				order

(Attach additional sheets if necessary)

- ☐ Bidder / Proposer *does not* meet the DBE goal for this contract. Bidder / Proposer certifies that it has made good faith efforts in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.
- ☐ Bidder / Proposer *does not* meet the DBE goal for this contract. Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project. It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: 10-20-21

Company Name: Parametrix Consult, Inc.

Signature: David Pennington

Printed Name: David Pennington

Title: Vice President



4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

**Attachment A-2**  
**Letter of Intent to Subcontract with DBE Firms**

October 11, 2021

Certus Environmental Solutions, LLC  
665 7th Avenue  
Salt Lake City, UT 84103

Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)

Sheri,

Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide environmental/cultural services in the amount of \$6,000\* if our firm is awarded the contract with Utah Transit Authority.

**A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above: Prime Contractor:

Signature

Sheri Murray Ellis  
Printed Name

Owner  
Title

Signature

David Pennington  
Printed Name

Vice President  
Title

**\* Example contract amount using a \$200,000.00 work order.**



*Utah Unified Certification Program*  
Certifies that:

***Certus Environmental Solutions, LLC.***

*Has successfully satisfied 49 CFR Part 26 criteria for  
continued certification as a disadvantaged owned business in the:*

***Disadvantaged Business Enterprise  
Program***

*Certificate Expires: 10-29-2021*

A handwritten signature in black ink that reads "Judy Romrell".

Judy Romrell - UUCP CERTIFYING OFFICIAL



4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

**Attachment A-2**  
**Letter of Intent to Subcontract with DBE Firms**

October 11, 2021

Cross Spectrum Acoustics  
699 E. South Temple #201  
Salt Lake City, UT 84102

Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)


Lance,  
Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide noise and vibration analysis services in the amount of \$6,000\* if our firm is awarded the contract with Utah Transit Authority.

**A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:

Prime Contractor:

  
\_\_\_\_\_  
Signature

Lance Meister  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

David Pennington  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

**\* Example contract amount using a \$200,000.00 work order.**



## **UTAH UNIFIED CERTIFICATION PROGRAM (UUCP) DISADVANTAGED BUSINESS ENTERPRISE (DBE) DIRECTORY**

### **Minority-Owned and Women-Owned Businesses**

**October 08, 2021**

**The UUCP is the only certifying entity for the U.S. Department of Transportation's Disadvantaged Business Enterprise Program in the State of Utah. UUCP DBE Certifications are performed in accordance with Federal Code of Regulations:**

49 CFR Part 23 - Airport Concessions; 49 CFR Part 26 - Transportation

#### **UUCP CERTIFYING AGENCIES AND OFFICIALS:**

**UTAH DEPARTMENT OF TRANSPORTATION (UDOT):**

Judy Romrell (801) 965-4208

**UTAH TRANSIT AUTHORITY (UTA):** Andrew Gray - (801) 287-3533

**SALT LAKE CITY DEPARTMENT OF AIRPORTS (SLCDA):** Raymond Christy (801) 575-2945

**The UUCP DBE DIRECTORY can be located on the UDOT Civil Rights web page:**

[http://www.udot.utah.gov/main/f?p=100:pg:939793708666562:::1:T,V:198,](http://www.udot.utah.gov/main/f?p=100:pg:939793708666562:::1:T,V:198)



Company Name	Type of Work
<b>CONSTRUCTION TRUCKING INC</b> 314 WEST 2400 SOUTH BOUNTIFUL, UT 84010 Contact: Katie Walton Phone : (801) 633-2184 Fax : (801) 633-2184 Mobile : (801) 652-5104 Pager : Email : katewalton83@gmail.com  H 01 - . Trucking (hauling)	
<b>CORLISS STONE-LITTLES LLC</b> 8180 Precinct Line Road Suite 150 Colleyville, TX 76034 Contact: Corliss Stone-Little Phone : (817) 421-8399 Fax : (801) 650-1339 Mobile : (214) 244-3501 Pager : Email : corliss@csllc.biz  B 01 - . Concessions - Airport	
<b>COWBOY RED TRANSPORT, LLC</b> 2208 North 600 West PO Box 1233 Pleasant Grove Lindon, UT 84042 Contact: Lisa Martinez Phone : (801) 376-3453 Fax : (801) 796-0834 Mobile : (801) 382-5717 Pager : Email : cowboyredtransport@gmail.com  H 01 - . Trucking (hauling) H 02 - . Freight Transport	
<b>CRIPPLE CREEK CONSULTING &amp; ENVIRONMENTAL</b> 2477 Nordic Valley Drive PO Box 743 Eden, UT 84310 Contact: Sherry V. Wiscombe Phone : (801) 833-5582 Fax : Mobile : (801) 833-5582 Pager : Email : sherrywiscombe@gmail.com  F 09 - . Services - Environmental F 19 - . Other	
<b>CROSS SPECTRUM ACOUSTICS INC.</b> 25A Granby Street East Longmeadow, MA 01028 Contact: Herbert L. Singleton Phone : (413) 315-5770 Fax : (413) 315-5770 Mobile : Pager : Email : dba@csacoustics.com  F 08 - . Services - Engineering	

Company Name	Type of Work
<b>D G &amp; S CONSTRUCTION, INC.</b> P.O. BOX 730 WEST JORDAN, UT 84084 Contact: DAN OR GLORIA BARELA Phone : (801) 280-3680 Fax : (801) 280-8370 Mobile : (801) 201-3137 Pager : Email : drbarela@sina.com  A 02 - . General Contractor - Engineering (E100 License) E 25 - . Steel - Reinforcing E 26 - . Steel - Structural	
<b>DBE CONSULTING LLC</b> 325 Centennial Olympic Park Dr #1322 Atlanta, GA 30313 Contact: Kimberly D. Griffin Phone : (404) 966-3573 Fax : (678) 229-9081 Mobile : Pager : Email : kgriffin@dbeconsulting.com  B 01 - . Concessions - Airport	
<b>DDE INC DBA GENERATION CABLE CORP</b> 5028 South Atlanta Road #128 Atlanta, GA 30339 Contact: Dana E. Dabruzzo Phone : (404) 226-7884 Fax : Mobile : (404) 226-7884 Pager : Email : dana@generationcablecorp.com  E 05 - . Electrical - Lighting, Traffic Signals S 02 - . Suppliers: Regular Dealers-80% Toward DBE Gov	
<b>DGI CONSTRUCTION LLC</b> 551 Walnut Glen Drive Springville, UT 84663 Contact: Ian Dulan Phone : (801) 891-9789 Fax : Mobile : Pager : Email : ian@dgibuild.com  A 01 - . General Contractor - Building (B100 License) A 02 - . General Contractor - Engineering (E100 License) C 01 - . Building - Construction F 06 - . Consulting Services - Computer	
<b>DI BUILD LLC</b> 10000 Marshall Drive Lenexa, KS 66215 Contact: Allison Schmitt Phone : (913) 340-0988 Fax : (913) 342-8880 Mobile : (913) 406-8478 Pager : Email : aschmitt@dibuild.com  C 01 - . Building - Construction	



ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

4179 RIVERBOAT ROAD, SUITE 130 | SALT LAKE CITY, UT 84123 | P 801.307.3400

**Attachment A-2**  
**Letter of Intent to Subcontract with DBE Firms**

October 11, 2021

TriUnity  
633 17th Street Suite #1500  
Denver, CO 84202


Reference: (UTA FrontRunner Forward Environmental Services Pool RFQu No. 21-03496VW)

Danielle,  
Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide project controls and cost estimating services in the amount of \$8,000\* if our firm is awarded the contract with Utah Transit Authority.


**A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).**

DBE firm has read and certifies to the above:      Prime Contractor:

  
\_\_\_\_\_  
Signature

Danielle Smith  
\_\_\_\_\_  
Printed Name

Central Region Director  
\_\_\_\_\_  
Title

  
\_\_\_\_\_  
Signature

David Pennington  
\_\_\_\_\_  
Printed Name

Vice President  
\_\_\_\_\_  
Title

**\* Example contract amount using a \$200,000.00 work order.**



***UUCP*** *Utah Unified Certification Program*

Andrew Gray, Certifying Official  
Utah Transit Authority  
669 West 200 South  
Salt Lake City, UT 84101  
Phone (801) 287-3533  
DBELO@rideuta.com

Thursday, February 4, 2021

Marvin Thomas  
Triunity Inc.  
633 17th St. Ste 1500  
Denver, CO 80202  
monica.romero@triunityeng.com

**RE: DBE Annual Update Approval**

Dear DBE Owner

Thank you for your interest in the Disadvantaged Business Enterprise (DBE) program. The recently submitted Annual Update for your firm has been approved. In accordance with the federal DBE regulations, which are found at 49 C.F.R. Part 26, you are now certified as a DBE in the following areas:

236220: Project Management  
541330: Electrical Engineering Services  
541330: Traffic Engineering Consulting Services  
541618: Telecommunications Management Consulting Services  
541350: Building Inspection Services  
541511: Computer Programming Services, Custom

In order to remain certified, your firm must submit a No Change Affidavit annually. In order to maintain your DBE status, the next No Change Affidavit will need to be submitted no later than 1/31/2022.

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its size, disadvantaged status, ownership or the control requirements of the regulations, or any material changes to contact information, ownership, and/or expansion of services, must be communicated to the UUCP within 30 days of the change.

Annually, my office will provide you documents to perform your annual update. The same forms are also found at the UTA website –

<http://rideuta.com/Doing-Business/Disadvantaged-Enterprises>

Thank you for your participation in the DBE program throughout the State of Utah. Please contact me at (801)287-3533 if you have any questions or require assistance.

Sincerely,

A handwritten signature in black ink, appearing to be "AG", written over a light blue horizontal line.

Andrew Gray  
Certifying Official, Utah Transit Authority



# Triunity Inc.

Has successfully satisfied  
49 CFR part 26 criteria for  
certification as a  
minority or women owned  
business in the  
**Disadvantaged Business  
Enterprise Program**

**Expires on 1/31/2022**

This DBE is certified to perform the following:

236220: Project Management  
541330: Electrical Engineering Services  
541330: Traffic Engineering Consulting Services  
541618: Telecommunications Management Consulting Services  
541350: Building Inspection Services  
541511: Computer Programming Services, Custom



A handwritten signature in black ink, appearing to read "A. Gray", written over a horizontal line.

**Andrew Gray, DBE Liaison & UUCP Certifying Official**  
Utah Transit Authority  
669 West 200 South Salt Lake City, UT 84101

**THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.**

## ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation. The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
Certus Environmental	Sheri Ellis	Environmental services	10/11	Accepted
Cross-Spectrum Acoustics	Lance Meister	Noise and vibration analysis	10/11	Accepted
TriUnity	Danielle Smith	Project controls and cost estimating	10/11	Accepted

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: 10/14/2021

Signature: David Pennington

Printed Name: David Pennington

Title: Vice President

**PARAMETRIX**  
Human Resources

## Equal Employment Opportunity and Affirmative Action Program

To ensure equal employment opportunity, there shall be no discrimination of any individual or group because of race; color; creed; religion; gender; age; national origin; citizenship; marital status; veteran status; sensory, physical, or mental disability; political ideology; sexual orientation; gender identity; or any other factor protected by applicable law.

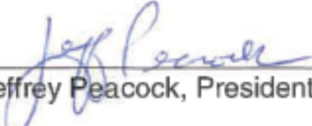
Furthermore, it is the policy of Parametrix to comply with the Americans with Disabilities Act, Section 503 of the Rehabilitation Act of 1973 and other federal and state laws prohibiting discrimination against applicants or employees with disabilities and take affirmative action to employ and advance qualified individuals with disabilities. Accordingly, Parametrix will reasonably accommodate applicants and employees with known physical or mental disabilities to the extent required by law. Parametrix reserves the right to modify, or make exceptions to, any of its existing policies or practices to the extent necessary to provide a reasonable accommodation to an applicant or employee whom Parametrix knows to have a disability.

Additionally, it is the policy of Parametrix to comply with the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA) as amended, which prohibits job discrimination. Parametrix is committed to engage in affirmative action to employ and advance in employment qualified protected veterans.

Parametrix will make reasonable accommodation for employees' religious beliefs. An otherwise qualified applicant or employee who requires reasonable accommodation should inform Human Resources of the need for accommodation. The employee and Human Resources will explore available reasonable accommodations with the employee's supervisor.

All Parametrix offices and their management are expected to carry forward the Company's policy of nondiscrimination, equal employment opportunity, and affirmative action in every aspect of employment. All decisions made with respect to recruiting, hiring, and promotion for all job classifications will be based solely on individual qualifications related to the requirements of the position. Likewise, all other personnel matters such as compensation, benefits, transfers, terminations, staff reduction, training, education, and social/recreational programs will be administered free from any unlawful discriminatory practices. To assist in the equal employment effort, Human Resources has the overall responsibility for providing the guidance and coordination in implementing and administering this Affirmative Action Program.

The CEO of Parametrix is committed to the principle of Affirmative Action and Equal Employment Opportunity. Parametrix maintains an Affirmative Action Program and it's available to view by an employee or applicant for employment upon request during normal business hours. If you have questions or concerns, please contact the Parametrix Affirmative Action Officer, Jeanna Hanenburg, located at the Puyallup Office or at 253-269-1330.

  
Jeffrey Peacock, President and CEO

12/4/19  
Date





## ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, David Pennington, Vice President, hereby certifies  
 (Name and Title of Company Official)  
 on behalf of Parametrix Consult, Inc. that:  
 (Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 14 day of October, 2021.

By David Pennington  
 (Signature of Authorized Official)

Vice President

(Title of Authorized Official)

## ATTACHMENT E: CARGO PREFERENCE -- USE OF UNITED STATES-FLAG VESSELS

Pursuant to Maritime Administration regulations, "Cargo Preference -- U.S.-Flag Vessels", 46 C.F.R. Part 381, the Contractor shall insert the following clauses in contracts it awards in which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

AS REQUIRED BY 46 C.F.R. PART 381, THE CONTRACTOR AGREES --

(1) TO UTILIZE PRIVATELY OWNED UNITED STATES-FLAG COMMERCIAL VESSELS TO SHIP AT LEAST 50 PERCENT OF THE GROSS TONNAGE (COMPUTED SEPARATELY FOR DRY BULK CARRIERS, DRY CARGO LINERS, AND TANKERS) INVOLVED, WHENEVER SHIPPING ANY EQUIPMENT, MATERIALS, OR COMMODITIES PURSUANT TO THIS CONTRACT TO THE EXTENT SUCH VESSELS ARE AVAILABLE AT FAIR AND REASONABLE RATES FOR UNITED STATES-FLAG COMMERCIAL VESSELS.

(2) TO FURNISH WITHIN 20 DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENTS ORIGINATING WITHIN THE UNITED STATES, OR WITHIN 30 WORKING DAYS FOLLOWING THE DATE OF LOADING FOR SHIPMENT ORIGINATING OUTSIDE THE UNITED STATES, A LEGIBLE COPY OF A RATED, "ON-BOARD" COMMERCIAL OCEAN BILL-OF-LADING IN ENGLISH FOR EACH SHIPMENT OF CARGO DESCRIBED IN PARAGRAPH (1) ABOVE TO THE AUTHORITY (THROUGH THE PRIME CONTRACTOR IN THE CASE OF SUBCONTRACTOR BILLS-OF-LADING) AND TO THE DIVISION OF NATIONAL CARGO, OFFICE OF MARKET DEVELOPMENT, MARITIME ADMINISTRATION, 400 SEVENTH STREET, S.W., WASHINGTON, D.C. 20590, MARKED WITH APPROPRIATE IDENTIFICATION OF THE PROJECT.

(3) TO INSERT THE SUBSTANCE OF THE PROVISIONS OF THIS CLAUSE IN ALL SUBCONTRACTS ISSUED PURSUANT TO THIS CONTRACT.

Date 10/14/2021

Signature David Purington

Title Vice President



## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Parametrix Consult, Inc.

Firm Address: 4179 Riverboat Road Suite 130

Salt Lake City, UT 84123

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Civil Engineering/Planning

Month/Year firm started: 1969

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐ \$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐ \$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐ Above \$16.7 Million ☒

Name of Solicitation: FrontRunner Forward Environmental Services Pool RFQ No. 21-03408VW





## ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Certus Environmental Solutions

Firm Address: 655 7th Avenue  
Salt Lake City, UT 84103

Status: Non-DBE ☐ DBE ☒

Company's Type of Work: Cultural resource consulting

Month/Year firm started: 05/2012

Company Owner(s) Ethnic Background (optional)		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 <input checked="" type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input type="checkbox"/>

Name of Solicitation: UTA FrontRunner Forward



## ATTACHMENT F: SOLICITATION STATISTICS

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Firm Name: Cross-Spectrum Acoustics, Inc.

Firm Address: 699 E. South Temple, Suite 201B

Salt Lake City, UT 84102

Status: Non-DBE ☐ DBE ☒ x

Company's Type of Work: Noise and Vibration Consulting

Month/Year firm started: August, 2011

### Company Owner(s) Ethnic Background (optional)

<input checked="" type="checkbox"/> African American	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐ \$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☒ x \$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐ Above \$16.7 Million ☐

Name of Solicitation: FrontRunner Forward Environmental Services Pool





## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: David Evans and Associates, Inc.

Firm Address: 10701 South River Front Parkway, Suite 125

South Jordan, UT 84095

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Transportation and transit engineering and planning

Month/Year firm started: April 1976

### Company Owner(s) Ethnic Background (optional)

☐ African American

☐ Asian

☐ Male

☐ Hispanic

☐ Native American

☐ Female

☐ Polynesian

☐ Caucasian

☐ Other

n/a (DEA is employee-owned)

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐

\$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐

\$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐

Above \$16.7 Million ☒

Name of Solicitation: FrontRunner Forward Environmental Services Pool



## ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: IBI Group

Firm Address: 10 Exchange Place Suite 110, Salt Lake City, UT 84111

   Status: Non-DBE   X   DBE   

Company's Type of Work: Architecture, Landscape Architecture, Planning,

Transportation, Month/Year firm started: Internation May, 1976, UT Oct1997

### Company Owner(s) Ethnic Background (optional)

<u>  </u> African American	<u>  </u> Asian	<u>  </u> Male
<u>  </u> Hispanic	<u>  </u> Native American	<u>  </u> Female
<u>  </u> Polynesian	<u>  </u> Caucasian	<u>  </u> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000    \$500,000 - \$1,000,000   

\$1 Million - \$5 Million    \$5 Million - \$10 Million   

\$10 Million - \$16.7 Million    Above \$16.7 Million   X  

Name of Solicitation:



## ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Meridian Engineering, Inc.

Firm Address: 1628 w. 11010 S., Suite 102

South Jordan, UT 84095

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Professional Engineering /Survey Services

Month/Year firm started: June / 1997

### Company Owner(s) Ethnic Background (optional)

☐ African American

☐ Asian

☐ Male

☐ Hispanic

☐ Native American

☐ Female

☐ Polynesian

☐ Caucasian

☐ Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐

\$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐

\$5 Million - \$10 Million ☒

\$10 Million - \$16.7 Million ☐

Above \$16.7 Million ☐

Name of Solicitation: FrontRunner Forward Design Services Pool #21-03497VW



## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: SWCA Incorporated, dba SWCA Environmental Consultants

Firm Address: 20 E Thomas Rd, #1700

Phoenix, AZ 85012

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Environmental Consulting

Month/Year firm started: April 1984

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input checked="" type="checkbox"/> Other
<input type="checkbox"/> 100% Employee owned through an ESOP		

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐ \$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐ \$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐ Above \$16.7 Million ☒

Name of Solicitation: Front Runner Forward Environmental Pool



## ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Terracon Consultants, Inc.

Firm Address: 6949 South High Tech Dr., Ste. 100 Midvale, UT 84047

\_\_\_\_\_  
\_\_\_\_\_

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Geotechnical Engineering

Month/Year firm started: 04/1965

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 <input type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input checked="" type="checkbox"/>

Name of Solicitation: UTA FrontRunner Forward





## ATTACHMENT F: SOLICITATION STATISTICS

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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Triunity, Inc.

Firm Address: 633 17th Street, Suite 1500

Denver, CO 80202

Status: Non-DBE ☐ DBE ☒

Company's Type of Work: PM/CM; Engineering Services

Month/Year firm started: December 2003

### Company Owner(s) Ethnic Background (optional)

<input checked="" type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐ \$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐ \$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☒ Above \$16.7 Million ☐

Name of Solicitation: UTA Environmental Services Pool



ATTACHMENT G:

Requirement for Written Subcontracts  
(To be submitted with Bid or Proposal)

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-03496VW, Bidder/Proposer: Parametrix Consult, Inc., does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: Parametrix Consult, Inc.

Signed by: David Pennington

Title: Vice President

Date: 10/14/2021



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

---

**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Todd Provost, Capital Development Director  
Janelle Robertson, Project Manager

**TITLE:**

---

**Contract:** FrontRunner Forward Environmental Services Pool (HDR Engineering, Inc.)

**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute FrontRunner Forward Environmental Services Pool Contract with HDR, Inc.

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**BACKGROUND:**

UTA desires to promptly advance FrontRunner Forward projects through the environmental and preliminary design processes. The pool of qualified environmental consultants allows UTA to advance quickly into the environmental work once the investments/improvements are identified. Environmental services could include categorical exclusions or environmental assessments, associated technical studies, and preliminary design needed to complete the environmental work.

UTA issued a Request for Qualifications (RFQu) for the FrontRunner Forward Environmental Services Pool Contract, to provide environmental services for investments/improvements to the FrontRunner system. Two consultants were selected as most qualified to provide the environmental services: Parametrix, Inc., and HDR, Inc.

UTA will now execute a Master Task Ordering Agreement (MTOA) with the selected consultants. Task Orders shall be issued on a fixed labor rate NTE basis.

---

## DISCUSSION:

This contract is to approve a Master Task Ordering Agreement (MTOA) with HDR, Inc. to provide environmental professional services to advance FrontRunner investments/improvements through environmental study and preliminary design. HDR, Inc. will execute a Master Task Ordering Agreement for a five-year term. Task Orders will be issued as needed. The current value of the contract is zero and will be increased commensurate with issuance of task orders. The budgeted amount is \$2,500,000.00 for this contract. . Selection for award of this contract is not a guarantee that task orders will be received.

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## CONTRACT SUMMARY:

<b>Contractor Name:</b>	HDR Engineering, Inc.
<b>Contract Number:</b>	21-034962VW
<b>Base Contract Effective Dates:</b>	January 13, 2022 - January 31, 2027
<b>Extended Contract Dates:</b>	NA
<b>Existing Contract Value:</b>	\$0
<b>Amendment Amount:</b>	\$0
<b>New/Total Amount Contract Value:</b>	\$0
<b>Procurement Method:</b>	RFQu
<b>Funding Sources:</b>	State Funding

---

## ALTERNATIVES:

UTA could decide to not approve a contract with HDR, Inc. This decision would delay the initiation of preliminary design and environmental studies for the initial investment projects identified by UTA. This would make it difficult to advance the initial investment projects to construction as quickly as possible.

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## FISCAL IMPACT:

The budget for environmental services pool consultant is included in 2022 Capital Budget.

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## ATTACHMENTS:

Master Task Ordering Agreement

# Master Task Ordering Agreement

UTA CONTRACT NO. 21-034962VW

FRONTRUNNER FORWARD ENVIRONMENTAL PROFESSIONAL SERVICES

This Master Task Ordering Agreement (MTOA) is entered into and made effective as of the date of last signature below (the “Effective Date”) by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah (“UTA”), and HDR Engineering, Inc, a Consulting Company (“Consultant”).

## RECITALS

- A. UTA desires to award a task ordering contract for environmental professional services for the FrontRunner system contained in Exhibit A.
- B. On September 18, 2021, UTA issued Request for Qualifications Package Number 21-034962VW (“RFQu”) encouraging interested parties to submit Statements of Qualifications (SOQs)
- C. Upon evaluation of the SOQs submitted in response to the RFQu, UTA selected Consultant with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

## AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

### **1. SERVICES TO BE PROVIDED**

- a. Consultant has been selected as one of several Consultants to receive a MTOA. Award of the MTOA entitles Consultant to be eligible to receive task orders for specific tasks on an as-needed basis, based on the loaded labor rate pricing contained in Exhibit B. Issuance of task orders shall be in the sole discretion of UTA. There is no guarantee of any minimum number of task orders because Consultant is selected to be eligible. Consultant shall be capable of performing all tasks set forth in the Scope of Services (Exhibit A) but shall only perform tasks specifically issued to Consultant in subsequent task orders. Except for items (if any) which this Agreement specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- b. Consultant shall perform all Work under this MTOA in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- c. All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- d. Consultant shall furnish only qualified personnel and materials necessary for the

performance of the Work.

- e. When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **2. TASK ORDER**

- a. The Consultant shall perform services with respect to a wide variety of tasks, as described in Exhibit A Scope of Work at the request of UTA.
- b. Each discrete item is referred to as a "Task." UTA and the Consultant will negotiate scope, schedule, and Not to Exceed for each Task, and document those and other terms, as necessary, in a written "Task Order". The Not to Exceed for each Task Order shall be developed in accordance with Section 5 of this contract and Exhibit B. Exhibit B identifies the labor rates for key personnel, overhead rates, and fee, for Consultant and subconsultants. Upon the execution of a Task Order, the Consultant shall perform services for that Task Order.
- c. If UTA and the Consultant are unable to agree on the price, scope, or other terms of the Task Order, UTA shall retain the right to remove the Task from the Consultant and negotiate with another selected Consultant.
- d. Each Task shall be entirely completed – including any deliverables – by the final acceptance date specified in the applicable Task Order. When, in the opinion of the UTA's Project Manager, the Consultant has fully performed the work under a Task Order, UTA's Project Manager will notify the Consultant of completion.
- e. There is no guarantee of a particular amount of compensation or number of Task Orders to the Consultant under this Agreement.

## **3. PROGRESS OF WORK**

- a. Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- b. Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- c. Consultant shall deliver monthly progress reports and provide all submittals and other deliverables as specified in the Scope of Services.
- d. Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- e. UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Agreement requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA and shall not relieve Consultant of its responsibility to comply with the Agreement requirements.
- f. UTA shall have the right to reject Work which fails to conform to the requirements of this Agreement. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole

expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Agreement and/or Task requirements.

- g. If Consultant fails to promptly remedy rejected work as provided in Section 3.f, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other Consultant or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

#### **4. PERIOD OF PERFORMANCE**

This Agreement shall commence as of the Effective Date. This Contract shall remain in full force and effect for a five (5) year period expiring on January 31, 2027. Contract end the Consultant shall complete all Work as stated in each Task Order. This guaranteed completion date may be extended if Consultant and UTA mutually agree to an extension evidenced by a written Change Order. The rights and obligations of UTA and Consultant under this Agreement shall at all times be subject to and conditioned upon the provisions of this Agreement.

#### **5. COMPENSATION**

- a. For the performance of the Work, UTA shall pay Consultant in accordance with the payments provisions described in the Task Order according to pricing terms identified in Exhibit B. If the Task Order does not specify any milestones or other payment provisions, then payment may be made according to this section, no more than monthly, or upon completion of all Work and final acceptance thereof by UTA.
- b. To the extent that the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- c. To the extent that the Task Order or another provision of this Agreement calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Task Order amount, Task Order budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in the Task Order (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Agreement to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- d. UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Agreement; (ii) invoiced items that are not payable under this Agreement; or (iii) amounts Consultant owes to UTA under this Agreement.

#### **6. INCORPORATED DOCUMENTS**

- a. The following documents hereinafter listed in chronological order, with most recent document taking precedence over any conflicting provisions contained in prior documents



(where applicable), are hereby incorporated into the Contract by reference and made a part hereof:

1. The terms and conditions of this Task Order Agreement (including any exhibits and attachments hereto).
  2. Consultant's Proposal including, without limitation, all federal certifications (as applicable);
  3. UTA's RFQu including, without limitation, all attached or incorporated terms, conditions, federal clauses (as applicable), drawings, plans, specifications and standards and other descriptions of the Goods and Services;
- b. The above-referenced documents are made as fully a part of the Contract as if hereto.

## **7. ORDER OF PRECEDENCE**

The Order of Precedence for this contract is as follows:

- a. UTA/Consultant's Master Task Order Agreement including all attachments
- b. UTA Terms and Conditions
- c. UTA Solicitation Terms
- d. Consultant's Bid or Proposal including proposed terms or conditions

Any Consultant proposed term or condition which is in conflict with a UTA contract or solicitation term or condition will be deemed null and void.

## **8. CHANGES**

- a. UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:

1. In the Scope of Services;
2. In the method or manner of performance of the Work; or
3. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- b. A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- c. Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any requirement set forth in this Contract; or (ii) other conditions exist or actions are taken by UTA which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:

1. The date, circumstances, and source of the change; and
2. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract.

Consultant must provide notice of a “constructive” change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the “constructive” change. Consultant’s failure to provide timely written notice as provided above shall constitute a waiver of Consultant’s rights with respect to such claim.

- d. As soon as practicable, but in no event longer than 30 days after providing notice, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant’s entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 23 of this Contract.

## **9. INVOICING PROCEDURES**

- a. Consultant shall invoice UTA after achievement of contractual milestones or delivery of all Goods and satisfactory performance of all Services. Consultant shall submit invoices to [the UTA Project Manager](#) for processing and payment. In order to timely process invoices, Consultant shall include the following information on each invoice:
  - I. Consultant Name
  - II. Unique Invoice Number
  - III. PO Number
  - IV. Invoice Date
  - V. Detailed Description of Charges
  - VI. Total Dollar Amount Due
- b. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Goods or Services. Approval by UTA shall not be unreasonably withheld. UTA shall also have the right to offset (against payments) amounts reasonably reflecting the value of any claim which UTA has against Consultant under the Contract. Payment for all invoice amounts not specifically disapproved or offset by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

## **10. OWNERSHIP OF DESIGNS, DRAWINGS, AND WORK PRODUCT**

Any deliverables prepared or developed pursuant to the Contract including without limitation drawings, specifications, manuals, calculations, maps, sketches, designs, tracings, notes, reports, data, computer programs, models and samples, shall become the property of UTA when prepared, and, together with any documents or information furnished to Consultant and its employees or agents by UTA hereunder, shall be delivered to UTA upon request, and, in any event, upon termination or final acceptance of the Goods and Services. UTA shall have full rights and privileges to use and reproduce said items. To the extent that any deliverables include or incorporate preexisting intellectual property of Consultant, Consultant hereby grants UTA a fully paid, perpetual license to use such intellectual property for UTA’s operation, maintenance, modification, improvement and replacement of UTA’s assets. The scope of the license shall be to the fullest extent necessary to accomplish those purposes, including the right

to share same with UTA's Consultants, agent, officers, directors, employees, joint owners, affiliates and Consultants. However, use of Consultant's incomplete work product, or use of Consultant's completed work product for purposes not contemplated in this Agreement, shall be at the re-user's sole risk and without liability to Consultant.

#### **11. USE OF SUBCONSULTANTS**

- a. Consultant shall give advance written notification to UTA of any proposed subconsultants (not indicated in Consultant's Proposal) negotiated with respect to the Work. UTA shall have the right to approve all subconsultants, such approval not to be withheld unreasonably.
- b. No subsequent change, removal or substitution shall be made with respect to any such subconsultant without the prior written approval of UTA.
- c. Consultant shall be solely responsible for making payments to subconsultants, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- d. Consultant shall be responsible for and direct all Work performed by subconsultants.
- e. Consultant agrees that no subconsultant shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

#### **12. KEY PERSONNEL**

Consultant shall provide the key personnel as indicated in Consultant's Proposal (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA. Since the qualification of key personnel was a key factor in selection of Consultant, the loss of key personnel may result in serious consequences up to and including termination and exclusion from MTOA.

#### **13. SUSPENSION OF WORK**

- a. UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- b. If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- c. If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- d. If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

#### **14. TERMINATION**

- a. **FOR CONVENIENCE:** UTA shall have the right to terminate the Contract at any time by providing written notice to Consultant. If the Contract is terminated for convenience,

UTA shall pay Consultant: (i) in full for Goods delivered and Services fully performed prior to the effective date of termination; and (ii) an equitable amount to reflect costs incurred (including Contract close-out and subconsultant termination costs that cannot be reasonably mitigated) and profit on work-in-progress as of to the effective date of the termination notice. UTA shall not be responsible for anticipated profits based on the terminated portion of the Contract. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.

- b. **FOR DEFAULT:** If Consultant (a) becomes insolvent; (b) files a petition under any chapter of the bankruptcy laws or is the subject of an involuntary petition; (c) makes a general assignment for the benefit of its creditors; (d) has a receiver appointed; (e) should fail to make prompt payment to any subconsultants or suppliers; or (f) fails to comply with any of its material obligations under the Contract, UTA may, in its discretion, after first giving Consultant seven (7) days written notice to cure such default:
  - 1. Terminate the Contract (in whole or in part) for default and obtain the Goods and Services using other Consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - 2. Pursue other remedies available under the Contract (regardless of whether the termination remedy is invoked); and/or
  - 3. Except to the extent limited by the Contract, pursue other remedies available at law.
- c. **CONSULTANT'S POST TERMINATION OBLIGATIONS:** Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all work affected (unless the notice directs otherwise); and (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process. Consultant shall also remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of the Contract up to the effective date of termination. UTA shall calculate termination damages payable under the Contract, shall offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive. If UTA terminates the Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Goods and Services furnished by Consultant prior to termination
- d. **TERMINATION OF TASK ORDER:** UTA's termination rights under this Article shall apply, in UTA's discretion, to either an individual Task Order of the entire MTOA. Where the MTOA is terminated for convenience, the Consultant shall be entitled to payment in full for all Tasks Orders satisfactorily completed prior to the termination date. Where a Task Order is terminated prior to acceptance by UTA, Consultant shall be entitled to its actual allowable and allocable costs expended to the date of termination for the terminated task.

#### **15. INFORMATION, RECORDS and REPORTS; AUDIT RIGHTS**

Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under the Task Order (or any other provision of this

Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subconsultants utilized in the performance of the Work at any tier.

#### **16. FINDINGS CONFIDENTIAL**

Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subconsultants under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.

- a. It is hereby agreed that the following information is not considered to be confidential:
  1. Information already in the public domain;
  2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  3. Information developed by or in the custody of Consultant before entering into this Contract;
  4. Information developed by Consultant through its work with other clients; and
  5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

#### **17. PUBLIC INFORMATION.**

Consultant acknowledges that the Contract and related materials (invoices, orders, etc.) will be public documents under the Utah Government Records Access and Management Act (GRAMA). Consultant's response to the solicitation for the Contract will also be a public document subject to GRAMA, except for legitimate trade secrets, so long as such trade secrets were properly designated in accordance with terms of the solicitation.

#### **18. GENERAL INDEMNIFICATION**

Consultant shall indemnify, hold harmless and defend UTA, its officers, trustees, agents, and employees (hereinafter collectively referred to as "Indemnitees") from and against all liabilities, claims, actions, damages, losses, and expenses including without limitation reasonable attorneys' fees and costs (hereinafter referred to collectively as "claims") related to bodily injury, including death, or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willfully wrongful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants. This indemnity includes any claim or amount arising out of the failure of such Consultant to conform to federal, state, and local laws and regulations. If an employee of

Consultant, a subconsultant, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable brings a claim against UTA or another Indemnitee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts. The indemnity obligations of Consultant shall not apply to the extent that claims arise out of the negligence of UTA or the Indemnitees.

**19. INSURANCE REQUIREMENTS**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in the Contract. The Utah Transit Authority in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Consultant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$4,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant."

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$2,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory



## Employers' Liability

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the Utah Transit Authority.
- b. This requirement shall not apply when a Consultant or subconsultant is exempt under UCA, AND when such Consultant or subconsultant executes the appropriate waiver form.

## 4. Professional Liability (Errors and Omissions Liability)

The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Contract is completed.

## B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the Utah Transit Authority is named as an additional insured, the Utah Transit Authority shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after the Consultant's assessment of the exposure for this contract; for their own protection and the protection of UTA.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

## C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Utah Transit Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to (Utah Transit Authority agency Representative's Name &amp; Address).

## D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the State and with an "A.M. Best" rating of not less than A-VII. The Utah Transit Authority in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

## E. VERIFICATION OF COVERAGE: Consultant shall furnish the Utah Transit Authority with certificates of insurance (on standard ACORD form) as required by this

Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be sent to [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com) and received and approved by the Utah Transit Authority before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be emailed directly to Utah Transit Authority's insurance email address at [insurancecerts@rideuta.com](mailto:insurancecerts@rideuta.com). The Utah Transit Authority project/contract number and project description shall be noted on the certificate of insurance. The Utah Transit Authority reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE UTAH TRANSIT AUTHORITY'S CLAIMS AND INSURANCE DEPARTMENT.

- F. SUBCONSULTANTS: Consultants' certificate(s) shall include all subconsultant as additional insureds under its policies or subconsultants shall maintain separate insurance as determined by the Consultant, however, subconsultant's limits of liability shall not be less than \$1,000,000 per occurrence / \$2,000,000 aggregate. subconsultants maintaining separate insurance shall name Utah Transit Authority as an additional insured on their policy. Blanket additional insured endorsements are not acceptable from sub-Consultants. Utah Transit Authority must be scheduled as an additional insured on any subconsultant policies.
- G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by Claims and Insurance Department or the Office of General Counsel, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## **20. OTHER INDEMNITIES**

- a. Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.
- b. Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any unpaid labor performed or unpaid labor, services, and equipment furnished by subconsultants of

any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subconsultants of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subconsultant, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

## **21. INDEPENDENT CONSULTANT**

Consultant is an independent Consultant and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

## **22. PROHIBITED INTEREST**

No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

## **23. CLAIMS/DISPUTE RESOLUTION**

- a. "Claim" means any disputes between UTA and the Consultant arising out of or relating to the Contract Documents including any disputed claims for Contract adjustments that cannot be resolved in accordance with the Change Order negotiation process set forth in Article 6. Claims must be made by written notice. The responsibility to substantiate claims rests with the party making the claim.
- b. Unless otherwise directed by UTA in writing, Consultant shall proceed diligently with performance of the Work pending final resolution of a Claim, including litigation. UTA shall continue to pay any undisputed payments related to such Claim.
- c. The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.
- d. The time schedule for escalation of disputes, including disputed requests for change order, shall be as follows:

**Level of Authority**  
UTA's Project Manager/Consultant's Project Manager

**Time Limit**  
Five calendar days

UTA's Chief Service Development Officer/ Consultant's [Second Level]  
 UTA's Executive Director/Consultant's [Third Level]

Five calendar days  
 Five calendar days

Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved. If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence formal mediation under the Juris Arbitration and Mediation (JAMS) process using a mutually agreed upon JAMS mediator. If resolution does not occur through Mediation, then legal action may be commenced in accordance the venue and governing law provisions of this contract.

## **24. GOVERNING LAW**

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.

## **25. ASSIGNMENT OF CONTRACT**

Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## **26. NONWAIVER**

No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## **27. NOTICES OR DEMANDS**

- a. Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA  
 Utah Transit Authority  
 Attn: Vick Woodward  
 669 West 200 South  
 Salt Lake City, UT 84101

with a required copy to  
 Utah Transit Authority  
 Attn: Legal Counsel  
 699 West 200 South  
 Salt Lake City, UT 84101

If to Consultant:  
 HDR Inc.  
 Brent Jensen, PD  
 Area Manager  
 2395 East Cottonwood Parkway, Suite 200  
 Salt Lake City, UT 84121

- b. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- c. Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract.

## **28. CONTRACT ADMINISTRATOR**

UTA's Contract Administrator for this Contract is Vicki Woodward, Contract should be directed to said Contract Administrator, or designee.

## **29. INSURANCE COVERAGE REQUIREMENTS FOR CONSULTANT EMPLOYEES**

- a. The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a subconsultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
- b. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
- c. Consultant shall also demonstrate to UTA that subconsultants meeting the above-described subcontract value threshold have and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the subconsultant's employees and the employee's dependents during the duration of the subcontract.

## **30. COSTS AND ATTORNEYS' FEES**

If any party to this Agreement brings an action to enforce or defend its rights or obligations hereunder, the prevailing party shall be entitled to recover its costs and expenses, including mediation, arbitration, litigation, court costs and attorneys' fees, if any, incurred in connection with such suit, including on appeal.

## **31. NO THIRD-PARTY BENEFICIARY**

The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third-party beneficiary is intended or created by the execution of this Contract.

**32. FORCE MAJEURE**

Neither party to the Contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which are beyond that party's reasonable control. UTA may terminate the Contract after determining such delay or default will reasonably prevent successful performance of the Contract.

**33. UTAH ANTI-BOYCOTT OF ISRAEL ACT**

Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

**34. SEVERABILITY**

Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.

**35. ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. The terms of the Contract supersede any additional or conflicting terms or provisions that may be preprinted on Vendor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Vendor that may subsequently be used to implement, record, or invoice Goods and/or Services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of UTA. The terms of the Contract prevail in any dispute between the terms of the Contract and the terms printed on any such standard forms or documents, and such standard forms or documents will not be considered written amendments of the Contract.

**36. AMENDMENTS**

Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.

**37. COUNTERPARTS**

This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of the Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of the Contract or any counterpart hereof and the electronic retransmission of any signed copy hereof shall be the same as delivery of an original.

**38. SURVIVAL**

Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 5, 6, 7, 10, 14, 15, 16, 17, 18, 19, 20, 23, 29 and 30.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day, month and year of the last signature contained below.




**UTAH TRANSIT AUTHORITY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Hancock  
Acting Chief Service Development Officer

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mary DeLoretto  
Interim Executive Director

Approved as to Content and Form

DocuSigned by:  
  
70E33A415BA44F6... Date: 12/7/2021  
Mike Bell, AAG State  
and UTA Legal Counsel

DocuSigned by:  
  
6853314B5F84462... Date: 12/7/2021  
Reviewed & Recommended  
Janelle Robertson, UTA Project Manager

UTA Project Code 21-032962VW

**HDR Engineering, Inc.:**

By  Date: 12/2/2021  
Brent W. Jensen, Senior Vice President  
Fed ID# 47-0680568

### **Exhibit A - Scope of Work**

The Scope of Work contained in this contract is for information purposes only. All individual Task Orders that are issued to the Consultant will contain their own specific statement of work. Each Individual Task Order will include a specific scope of services specific to the needed services.

## Exhibit B - Labor Cost Form

The loaded labor rates contained in this Exhibit B shall be eligible for annual escalation of no more than 3% annually provided Consultant provides adequate supporting data to UTA. The first adjustment period shall be no earlier than 12 months after execution of the contract.

Rates shall be basic direct hourly rate, with overhead and fee. Rates may be reviewed annually on the anniversary of the original contract effective date, provided that the Consultant provides 60-days advance written notice.

### Fixed Firm Labor Costs

21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost Form  
HDR Inc.

No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Basic Hourly Rate	Overhead rate Percentage	Fee	Fully Burdened Bill Rate
1	HDR	X		Spoor	Heidi	Contract/Project Manager	\$ 83.83	147.06%	10%	\$ 227.82
2	HDR	X		Unger	Audrey	Task Order Manager	\$ 81.35	147.06%	10%	\$ 221.08
3	HDR	X		Taunton	Matthew	Task Order Manager	\$ 84.07	147.06%	10%	\$ 228.47
4	HDR	X		Perkins	Mike	Wetlands/Wildlife/Agency Coordination	\$ 59.50	147.06%	10%	\$ 161.70
5	HDR	X		Croft	Amy	Wetlands/Wildlife/Air Quality	\$ 52.59	147.06%	10%	\$ 142.92
6	HDR	X		Brodbeck	Mark	Historic Properties/Section 4(f)	\$ 60.43	147.06%	10%	\$ 164.23
7	HDR	X		Delu	Nina	Tribal Cultural	\$ 70.88	147.06%	10%	\$ 192.63
8	HDR	X		LaFata	Cathy	Transportation Equity/Environmental Justice	\$ 107.32	147.06%	10%	\$ 291.66
9	HDR	X		Parsons	Michael	Noise/Vibration	\$ 67.80	147.06%	10%	\$ 184.26
10	HDR	X		Casey	Tim	Noise/Vibration	\$ 80.96	147.06%	10%	\$ 220.02
11	HDR	X		Buck	Adam	Noise/Vibration	\$ 42.84	147.06%	10%	\$ 115.88
12	HDR	X		Peterson	Scott	Traffic	\$ 87.76	147.06%	10%	\$ 238.50
13	HDR	X		Gorton	Michael	Ridership	\$ 78.80	147.06%	10%	\$ 214.15
14	HDR	X		Block	Jordan	Ped/Bike	\$ 72.19	147.06%	10%	\$ 196.19
15	HDR	X		Clayton	Andrea	Environmental QC/QA	\$ 82.60	147.06%	10%	\$ 224.48
16	HDR	X		Warner	Terry	Hazardous Materials	\$ 98.01	147.06%	10%	\$ 266.36
17	HDR	X		Flansberg	Jacob	Floodplains/Water Quality	\$ 39.63	147.06%	10%	\$ 107.70
18	HDR	X		Pisani	Frank	GIS/Mapping	\$ 67.06	147.06%	10%	\$ 182.25
19	HDR	X		Tzioumis	Travis	GIS/Mapping	\$ 36.45	147.06%	10%	\$ 99.06
20	HDR	X		Sellers	Adrian	GIS/Mapping	\$ 40.12	147.06%	10%	\$ 109.03
21	HDR	X		Ulrich	Carrie	Technical Editor	\$ 51.18	147.06%	10%	\$ 139.09
22	HDR	X		Dennis	Jackie	Public Outreach Support	\$ 65.71	147.06%	10%	\$ 178.58
23	HDR	X		Hunt	Crissy	Public Outreach Support	\$ 42.31	147.06%	10%	\$ 114.98
24	HDR	X		Gray	Brian	Public Outreach Support	\$ 28.78	147.06%	10%	\$ 78.21
25	HDR	X		Kilpatrick	Kevin	Land Use/Socioeconomics/Agency Coordination	\$ 75.10	147.06%	10%	\$ 204.10
26	HDR	X		Colledge	Travis	Engineering Lead/Site Civil	\$ 82.00	147.06%	10%	\$ 222.85
27	HDR	X		McCune	David	Engineering Lead	\$ 101.34	147.06%	10%	\$ 275.41
28	HDR	X		Thomas	Gina	Engineering Lead	\$ 70.40	147.06%	10%	\$ 191.32
29	HDR	X		Kuehne	Kenneth	Rail & Special Track	\$ 57.32	147.06%	10%	\$ 155.78
30	HDR	X		Klaumann	Tony	Rail & Special Track	\$ 61.62	147.06%	10%	\$ 167.46
31	HDR	X		Johnston	Kelly	Site Civil/Roadway	\$ 42.01	147.06%	10%	\$ 114.17
32	HDR	X		Entzel	Chris	Site Civil/Roadway	\$ 74.77	147.06%	10%	\$ 203.20
33	HDR	X		Blumenkamp	John	At- Grade Crossing	\$ 88.67	147.06%	10%	\$ 240.97
34	HDR	X		Pope	Bill	Drainage	\$ 70.99	147.06%	10%	\$ 192.93
35	HDR	X		Beutler	Nathan	Drainage	\$ 58.60	147.06%	10%	\$ 159.25
36	HDR	X		Wilson	Nash	Structures	\$ 62.35	147.06%	10%	\$ 169.45
37	HDR	X		Christensen	Colby	Structures	\$ 76.88	147.06%	10%	\$ 208.93
38	HDR	X		Buttenob	John	Engineering QC/QA	\$ 116.71	147.06%	10%	\$ 317.18
40	HDR	X		Semenick	Rich	Design QC/QA	\$ 129.21	147.06%	10%	\$ 351.15
41	HDR	X		Kirkman	Brent	Ped/Bike	\$ 63.52	147.06%	10%	\$ 172.63
42	HDR	X		Hogan	Donn	Architectural	\$ 83.81	147.06%	10%	\$ 227.77
43	HDR	X		Cox	Kory	Architectural	\$ 49.73	147.06%	10%	\$ 135.15
44	HDR	X		Alvord	Asia	Project Controls	\$ 93.23	147.06%	10%	\$ 253.37
45	HDR	X		Kosiba	Andrew	Project Controls	\$ 60.49	147.06%	10%	\$ 164.39
46	HDR	X		Digregorio	Mike	Cost Estimating	\$ 96.39	147.06%	10%	\$ 261.96
47	HDR	X		Young	Steve	Cost Estimating	\$ 75.96	147.06%	10%	\$ 206.43
48	HDR	X		Halsted	Patrick	UPPR Coordination	\$ 106.61	147.06%	10%	\$ 289.73
49	HDR	X		Reasch	Larry	Project Principal	\$ 126.32	147.06%	10%	\$ 343.29
50	HDR	X		Borsh	Lina	Project Coordinator	\$ 31.29	147.06%	10%	\$ 85.04
51	HDR	X		Elton	Cindy	Project Coordinator	\$ 41.38	147.06%	10%	\$ 112.46
52	HDR	X		Hill	Shauna	Project Accountant	\$ 41.25	147.06%	10%	\$ 112.10
53	HDR	X		Doutis	Mistee	Project Accountant	\$ 40.12	147.06%	10%	\$ 109.03

Signature:




Title: Sr. Vice President/Area Manager

Date: November 10, 2021

**21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost  
Form**

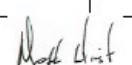
HDR Inc.							Basic Hourly	Overhead	Fully	
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill Rate
1	Certus		X	Ellis	Sheri	Cultural Resources Principal	\$ 65.00	53.19%	10%	\$ 109.53
2	Certus		x	Ellis	Sheri	Admin/Clerical/Crew	\$ 27.00	53.19%	10%	\$ 45.50
3							\$	%	%	\$
4							\$	%	%	\$
5							\$	%	%	\$
6							\$	%	%	\$
7							\$	%	%	\$
8							\$	%	%	\$
9							\$	%	%	\$
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature:   
Title: Owner

Date: 11/09/2021

**21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost  
Form HDR Inc.**

HDR Inc.							Basic Hourly	Overhead rate		Fully
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate**	Percentage***	Fee	Burdened Bill Rate
1	CRS Engineers		X	Hirst	Matt	Support Services* - Lead/Mgr	\$ 97.00	172.51%	10%	\$ 290.77
2	CRS Engineers		X	Eyre	Darren	Railroad Lead	\$ 84.25	172.51%	10%	\$ 252.55
3	CRS Engineers		X	Allen	Clint	Railroad Coordinator	\$ 55.50	172.51%	10%	\$ 166.37
4	CRS Engineers		X	Buhler	Tom	Railroad Designer	\$ 39.00	172.51%	10%	\$ 116.91
5	CRS Engineers		X	Vitz	Adam	Railroad Designer	\$ 17.50	172.51%	10%	\$ 52.46
6	CRS Engineers		X	Wilson	Mike	Third-Party Coordinator	\$ 58.06	172.51%	10%	\$ 174.04
7	CRS Engineers		X	Nomeikatie-Weston	Kamilla	Utility Designer	\$ 31.50	172.51%	10%	\$ 94.42
8	CRS Engineers		X	Araya	Braulio	Railroad Sr. Designer/Utility Designer	\$ 38.06	172.51%	10%	\$ 114.09
9	CRS Engineers		X	Behr	Jon	Professional Surveyor	\$ 50.62	172.51%	10%	\$ 151.74
10	CRS Engineers		X	O'Connor	Terry	Survey Coordinator	\$ 35.00	172.51%	10%	\$ 104.92
11	CRS Engineers		X	Russon	Erick	Crew Chief	\$ 34.00	172.51%	10%	\$ 101.92
12	CRS Engineers		X	Rose	Brian	Survey Tech	\$ 25.00	172.51%	10%	\$ 74.94
13	CRS Engineers		X	Nielsen	Jeff	Professional Survey/ROW	\$ 62.00	172.51%	10%	\$ 185.85
14	CRS Engineers		X	Rood	Ben	Third-Party Coordinator	\$ 56.10	172.51%	10%	\$ 168.17
15	CRS Engineers		X	Martinez	Trenton	Utility Designer	\$ 31.50	172.51%	10%	\$ 94.42
16	CRS Engineers		X	Foster	Kimberly	Utility Designer	\$ 33.50	172.51%	10%	\$ 100.42
17							\$ -	172.51%	10%	\$ -
18							\$ -	172.51%	10%	\$ -
19							\$ -	172.51%	10%	\$ -
20							\$ -	172.51%	10%	\$ -

Signature:   
Title: President & CEO

Date: 11/08/21

**Assumption and Clarifications:**

\*Support Services = Third Party Stakeholders (utilities), Railroad (UPRR), Survey, and Right of Way (ROW)

\*\*Assumes 3% yearly escalation - January of each calendar year

\*\*\* Averaged rates between 2019 (non-COVID-19 year) & 2021 (to date)

**21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost  
Form**

HDR Inc.						Basic Hourly	Overhead			Fully
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill Rate
1	IGES Ingenieros LLC - dba Geostrata			Alba	Hiram	Professional Engineer	\$ 52.89	214%	10%	\$ 182.45
2	IGES Ingenieros LLC - dba Geostrata			Seal	Justin	Professional Engineer	\$ 45.34	214%	10%	\$ 156.43
3	IGES Ingenieros LLC - dba Geostrata			Brown	Daniel	Professional Engineer	\$ 43.82	214%	10%	\$ 151.19
4	IGES Ingenieros LLC - dba Geostrata			Allred	Caleb	Professional Engineer	\$ 41.60	214%	10%	\$ 143.52
5	IGES Ingenieros LLC - dba Geostrata			Bryce	Jackson	Engineer in Training	\$ 26.25	214%	10%	\$ 90.56
6	IGES Ingenieros LLC - dba Geostrata			Nathaniel	Flores	Engineer in Training	\$ 25.88	214%	10%	\$ 89.27
7	IGES Ingenieros LLC - dba Geostrata			Thompson	Timothy	Professional Geologist	\$ 52.89	214%	10%	\$ 182.45
8	IGES Ingenieros LLC - dba Geostrata			Agopian	Sofia	Professional Geologist	\$ 34.84	214%	10%	\$ 120.21
9	IGES Ingenieros LLC - dba Geostrata			Peay	Ashley	Geoloist in Training/Drilling	\$ 34.13	214%	10%	\$ 117.75
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature: *Hiram Alba*  
Title: General Manager

Date: 11/10/2021

**21-03496VW FrontRunner Forward Environmental Service Pool Labor Cost  
Form**

HDR Inc.							Basic Hourly	Overhead	Fully	
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	Fee	Burdened Bill Rate
1	Mott MacDonald		X	Warnock	David	Project advisor	\$ 131.12	162.36%	10%	\$ 378.42
2	Mott MacDonald		X	Scrivener	Allie	Transportation planning	\$ 63.11	162.36%	10%	\$ 182.12
3	Mott MacDonald		X	Banghart	Eric	Transportation planning	\$ 85.40	162.36%	10%	\$ 246.45
4	Mott MacDonald		X	Miner	Justin	Wetland scientist	\$ 62.17	162.36%	10%	\$ 179.42
5	Mott MacDonald		X	Bushnell	Robert	Track Engineer	\$ 85.83	162.36%	10%	\$ 247.69
6	Mott MacDonald		X	Brown	Pete	Rail systems integration	\$ 113.59	162.36%	10%	\$ 327.81
7	Mott MacDonald		X	Knox	Janet	Soil and groundwater contamination	\$ 110.54	162.36%	10%	\$ 319.03
8	Mott MacDonald		X	Wallace	Glen	Soil and groundwater contamination	\$ 74.81	162.36%	10%	\$ 215.91
9							\$	%	%	\$
10							\$	%	%	\$
11							\$	%	%	\$
12							\$	%	%	\$
13							\$	%	%	\$
14							\$	%	%	\$
15							\$	%	%	\$
16							\$	%	%	\$
17							\$	%	%	\$
18							\$	%	%	\$
19							\$	%	%	\$
20							\$	%	%	\$

Signature: *David Warnock*  
Title: Vice President

11/9/2021



**21-03496VW FrontRunner Forward EnvironmentsI Service Pool Labor Cost  
Form**

HDR Inc.							Basic Hourly	Overhead	Fully	
No.	Firm	Prime	Sub	Last Name	First Name	Discipline/Classification	Rate	Percentage	10% Fee	Burdened Bill
1	PRE		X	Purcell	Jennifer	Sr. Systems Engineer	\$ 115.00	86.62%	\$ 21.46	\$ 236.07
2	PRE		X	Alderman	Mitchell	Sr. Systems Engineer	\$ 94.50	86.62%	\$ 17.64	\$ 194.00
3	PRE		X	Roe	Eric	Sr. Systems Engineer	\$ 95.53	86.62%	\$ 17.83	\$ 196.11
4	PRE		X	Purcell	Joseph	Intern	\$ 20.60	86.62%	\$ 3.84	\$ 42.29
5	PRE		X	Dang	Philip	Systems Engineer III	\$ 72.10	86.62%	\$ 13.46	\$ 148.01
6	PRE		X	Le	Caroline	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
7	PRE		X	Gonzalez	Joseph	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
8	PRE		X	Kelley	Jacqueline	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
9	PRE		X	Sestoso	Garcia	Engineer I	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
10	PRE		X	Hirsch	Donovan	Sr. Railroad Systems Technologist IV	\$ 101.00	86.62%	\$ 18.85	\$ 207.33
11	PRE		X	Seccombe	Jason	Sr. Railroad Systems Technologist IV	\$ 99.00	86.62%	\$ 18.48	\$ 203.23
12	PRE		X	Campbell	John	Sr. Railroad Systems Technologist III	\$ 82.40	86.62%	\$ 15.38	\$ 169.15
13	PRE		X	Martinez	Raul	Sr. Railroad Systems Technologist III	\$ 88.07	86.62%	\$ 16.43	\$ 180.78
14	PRE		X	Brown	Darrin	Sr. Railroad Systems Technologist III	\$ 86.01	86.62%	\$ 16.05	\$ 176.55
15	PRE		X	Valadao	Adelino	Sr. Railroad Systems Technologist III	\$ 88.07	86.62%	\$ 16.43	\$ 180.78
16	PRE		X	Bachor	John	Sr. Railroad Systems Technologist III	\$ 83.95	86.62%	\$ 15.67	\$ 172.32
17	PRE		X	Collins	James	Sr. Railroad Systems Technologist III	\$ 83.95	86.62%	\$ 15.67	\$ 172.32
18	PRE		X	Chavez	Shaun	Sr. Railroad Systems Technologist II	\$ 73.65	86.62%	\$ 13.74	\$ 151.18
19	PRE		X	Elliott	Christopher	Sr. Railroad Systems Technologist I	\$ 70.04	86.62%	\$ 13.07	\$ 143.78
20	PRE		X	Kincl	John	Sr. Railroad Systems Technologist I	\$ 67.98	86.62%	\$ 12.69	\$ 139.55
21	PRE		X	Carothers	Corey	Sr. Railroad Systems Technologist I	\$ 63.86	86.62%	\$ 11.92	\$ 131.09
22	PRE		X	Sylvester	Travis	Sr. Railroad Systems Technologist I	\$ 62.83	86.62%	\$ 11.73	\$ 128.98
23	PRE		X	Clark	Kenneth	Railroad Systems Technologist III	\$ 57.17	86.62%	\$ 10.67	\$ 117.35
24	PRE		X	Hall	Patrick	Railroad Systems Technologist III	\$ 55.36	86.62%	\$ 10.33	\$ 113.65
25	PRE		X	Ruddy	James	Railroad Systems Technologist III	\$ 55.36	86.62%	\$ 10.33	\$ 113.65
26	PRE		X	Clark	Matthew	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
27	PRE		X	Burke	Brian	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
28	PRE		X	Perez	Eric	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
29	PRE		X	Sylvester	Cody	Railroad Systems Technologist II	\$ 53.05	86.62%	\$ 9.90	\$ 108.89
30	PRE		X	Chavez	Jaime	Railroad Systems Technologist I	\$ 52.02	86.62%	\$ 9.71	\$ 106.78
31	PRE		X	Pena	Amber	Railroad Systems Technologist I	\$ 45.84	86.62%	\$ 8.55	\$ 94.09
32	PRE		X	Baumgarten	Robert	Railroad Systems Technologist I	\$ 44.81	86.62%	\$ 8.36	\$ 91.98
33	PRE		X	Nethken	Brandy	Signal Designer III	\$ 40.43	86.62%	\$ 7.54	\$ 82.99
34	PRE		X	Rios	Anthony	Signal Designer III	\$ 37.34	86.62%	\$ 6.97	\$ 76.65
35	PRE		X	Torres	Richard	Signal Designer III	\$ 35.02	86.62%	\$ 6.54	\$ 71.89
36	PRE		X	Chaligo	Joseph	Signal Designer II	\$ 32.96	86.62%	\$ 6.15	\$ 67.66

Signature: *Jennifer A. Purcell*  
Title: President/CEO

Date: 11/9/21



## Exhibit C Federal Clauses

**Exhibit C  
Federal Clauses****ACCESS TO RECORDS AND REPORTS**

The Consultant agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. The Consultant also agrees, pursuant to 49 CFR 633.17 to provide the FTA Administrator or his authorized representatives including any project management oversight auditor access to the Consultant's records and construction sites pertaining to a major capital project (defined at 49 USC §5302(a)(1)), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309 or 5311. The Consultant further agrees to include in all of its subcontracts and purchase orders under the Contract a provision to the effect that the Subconsultant or Supplier agrees that the Authority, the United States Department of Transportation and the Comptroller General of the United States, the project management oversight auditor, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the Subconsultant or Supplier.

**INCORPORATION OF FTA TERMS**

All contractual provisions required by the United States Department of Transportation, as set forth in the most recent edition and revisions of FTA Circular 4220.1F, "Third Party Contracting Guidance," are incorporated by reference into the Contract Documents. All FTA mandated terms shall take precedence over other conflicting terms, if any in the Contract Documents. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of any FTA terms and conditions.

**FEDERAL CHANGES**

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Authority and the FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant's failure to so comply shall constitute a material breach of the Contract.

**ENERGY CONSERVATION REQUIREMENTS**

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

**NO GOVERNMENT OBLIGATION TO THIRD PARTIES**

The Authority and the Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Authority, the Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. The Consultant agrees to include the above clause in each subcontract or purchase order financed in whole or

in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subconsultant or Supplier who will be subject to its provisions.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq. and United States Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Contract. Upon execution of the underlying Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which the Work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the federal government deems appropriate. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 USC §5307, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n)(1) on the Consultant, to the extent the federal government deems appropriate. The Consultant agrees to include the above two clauses in each subcontract or purchase order financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant or Supplier who will be subject to the provisions.

#### **GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

The Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Consultant is required to verify that none of the Consultant, its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Consultant is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any subcontract or purchase order that it enters into. *(A certification is to be submitted with each bid or offer of \$25,000 or more.)*

#### **BUY AMERICA CERTIFICATION**

[Applicable Only to Contracts valued at more than \$100,000].

Consultant shall comply with 49 USC 5323(j) and 49 CFR 661, as amended by MAP-21 stating that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 USC §5323(j)(2)(C) and 49 CFR §661.11. Rolling stock must be assembled in the United States and have the applicable percentage of domestic content required by 49 USC 5323(j) and 49 CFR 661. Consultant shall be responsible for ensuring that lower tier Consultants and subconsultants are in compliance with these requirements. All respondents to the UTA solicitation for the Contract must include the appropriate Buy America certification with their responses and any response that is not accompanied by a completed Buy America Certification will be rejected as nonresponsive.

#### **FLY AMERICA REQUIREMENTS**

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

### **CIVIL RIGHTS REQUIREMENTS**

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties

### **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is **10%**. The agency's overall goal for DBE participation is **7%**. A separate contract goal **percentage DBE participation will be determined by Civil Rights Compliance Officer at time each Task Order is issued.**

b. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as **{insert agency name}** deems appropriate. Each subcontract the Consultant signs with a subconsultant must include the assurance in this paragraph (see 49 CFR 26.13(b)).

c. Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying proposal.

1. The names and addresses of DBE firms that will participate in this contract;
2. A description of the work each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written documentation of the bidder/offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal;
5. Written confirmation from the DBE that it is participating in the contract as provided in the prime Consultant's commitment; and
6. If the contract goal is not met, evidence of good faith efforts to do so.

**Offerors** must present the information required above with initial proposals. (see 49 CFR 26.53(3)).

d. The Consultant is required to pay its subconsultants performing work related to this contract for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from the **Utah Transit Authority**. In addition, **[the Consultant may not hold retainage from its subconsultants]**

e. The Consultant must promptly notify **Utah Transit Authority**, whenever a DBE subconsultant performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subconsultant to perform at least the same amount of work. The Consultant may not terminate any DBE subconsultant and perform that work through its own forces or those of an affiliate without prior written consent of **Utah Transit Authority**.

### **TERMINATION**

*(For contracts over \$10,000.00)*

**a. Termination for Convenience (General Provision)** The (Recipient) may terminate this contract, in whole or in part, at any time by written notice to the Consultant when it is in the Government's best interest. The Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Consultant shall promptly submit its termination claim to (Recipient) to be paid the Consultant. If the Consultant has any property in its possession belonging to the (Recipient), the Consultant will account for the same, and dispose of it in the manner the (Recipient) directs.

**b. Termination for Default [Breach or Cause] (General Provision)** If the Consultant does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the

Consultant fails to perform in the manner called for in the contract, or if the Consultant fails to comply with any other provisions of the contract, the (Recipient) may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Consultant setting forth the manner in which the Consultant is in default. The Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the (Recipient) that the Consultant had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Consultant, the (Recipient), after setting up a new delivery of performance schedule, may allow the Consultant to continue work, or treat the termination as a termination for convenience.

**c. Opportunity to Cure (General Provision)** The (Recipient) in its sole discretion may, in the case of a termination for breach or default, allow the Consultant [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Consultant fails to remedy to (Recipient)'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Consultant of written notice from (Recipient) setting forth the nature of said breach or default, (Recipient) shall have the right to terminate the Contract without any further obligation to Consultant. Any such termination for default shall not in any way operate to preclude (Recipient) from also pursuing all available remedies against Consultant and its sureties for said breach or default.

**d. Waiver of Remedies for any Breach** In the event that (Recipient) elects to waive its remedies for any breach by Consultant of any covenant, term or condition of this Contract, such waiver by (Recipient) shall not limit (Recipient)'s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**e. Termination for Default (Construction)** If the Consultant refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Consultant fails to comply with any other provisions of this contract, the (Recipient) may terminate this contract for default. The (Recipient) shall terminate by delivering to the Consultant a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Consultant and its sureties shall be liable for any damage to the Recipient resulting from the Consultant's refusal or failure to complete the work within specified time, whether or not the Consultant's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Consultant's right to proceed shall not be terminated nor the Consultant charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Consultant. Examples of such causes include: acts of God, acts of the Recipient, acts of another Consultant in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and
2. the Consultant, within [10] days from the beginning of any delay, notifies the (Recipient) in writing of the causes of delay. If in the judgment of the (Recipient), the delay is excusable, the time for completing

the work shall be extended. The judgment of the (Recipient) shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Consultant's right to proceed, it is determined that the Consultant was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

### **DEBARMENT AND SUSPENSION**

[Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **ADA ACCESS**

**ADA Access for Individuals with Disabilities** – The Consultant agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the Recipient agrees to comply with applicable implementing Federal regulations, and any later amendments thereto, and agrees to follow applicable Federal implementing directives, except to the extent FTA approves otherwise in writing.

### **Domestic Preference**

In accordance with 2 CFR 200.322 all Consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause:



- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR 200.216, Consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- a. "Covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
  - a. Huawei Technologies Company
  - b. ZTE Corporation
  - c. Hytera Communications Corporation
  - d. Hangzhou Hikvision Digital Technology Company
  - e. Dahua Technology Company
  - f. Any subsidiary of the above listed entities.

### **Federal Clauses Applicable only to Construction Contracts**

#### **CLEAN AIR REQUIREMENTS**

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **CLEAN WATER REQUIREMENTS**

The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251, et seq. The Consultant agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to FTA and the appropriate Regional Office of the United States Environmental Protection Agency. The Consultant also agrees to include these requirements in each subcontract or purchase order exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **FLY AMERICA REQUIREMENTS**

The Consultant agrees to comply with 49 USC §40118 and 41 CFR Part 301-10, which provide that Consultants are required to use United States -Flag air carriers for federally financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by 49 USC §40118 and CFR Part 301-10.

### **SEISMIC SAFETY REQUIREMENTS**

The Consultant agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Consultant also agrees to ensure that all work performed under this contract including work performed by a subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **DAVIS-BACON ACT PREVAILING WAGE AND COPELAND ACT ANTI-KICKBACK REQUIREMENTS**

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Consultant and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Consultant and its subconsultants at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(1) The classification is utilized in the area by the construction industry; and

(2) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(3) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Consultant shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Consultant does not make payments to a trustee or other third person, Consultant may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of Consultant, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Consultant to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) UTA's Civil Rights Compliance Office shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. UTA's Civil Rights Compliance Office shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Consultant and the laborers and mechanics to be employed in the classification (if known), or their representatives, and UTA's Civil Rights Compliance Office agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken

shall be sent by UTA's Civil Rights Compliance Office to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(C) In the event Consultant, the laborers or mechanics to be employed in the classification or their representatives, and UTA's Civil Rights Compliance Office do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), UTA's Civil Rights Compliance Office shall refer the questions, including the views of all interested parties and the recommendation of UTA's Civil Rights Compliance Office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise UTA's Civil Rights Compliance Office or will notify UTA's Civil Rights Compliance Office within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the Contract from the first day on which work is performed in the classification.

(2) **Withholding** – UTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Consultant under the Contract or any other federal contract for which Consultant is the prime Consultant, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by Consultant, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Consultant or any subconsultant the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, UTA may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by Consultant during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, Consultant shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. If Consultant employs apprentices or trainees under approved programs, Consultant shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Consultant shall submit weekly for each week in which any work under the Contract is performed a copy of all payrolls to UTA for transmission to the FTA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. Consultant is responsible for the submission of copies of payrolls by all subconsultants.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Consultant or subconsultant or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following: That the payroll for the payroll period contains the information required to be maintained under Section 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete:

(1) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(2) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Consultant or subconsultant to civil or criminal prosecution under Section 1001 of title 18 and Section 231 of title 31 of the United States Code.

(iii) Consultant and any subconsultant shall make the records required under paragraph (3) of this section available for inspection, copying, or transcription by authorized representatives of the FTA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Consultant or subconsultant fails to submit the required records or to make them available, the federal agency may, after written notice to Consultant, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR §5.12.

(4) **Apprentices and trainees** – (i) Apprentices – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Consultant as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage

determination for the work actually performed. Where Consultant is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Consultant's or subconsultant's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, Consultant will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Consultant will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**(5) Compliance with Copeland “Anti-Kickback” Act Requirements** – Consultant shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in the Contract. Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**(6) Subcontracts** – Consultant and any subconsultant shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for the compliance by any subconsultant or lower tier subconsultant with all the contract clauses in 29 CFR 5.5.



**NO BONDING REQUIREMENTS ARE REQUIRED FOR THIS CONTRACT**

**Exhibit D Federal Forms**Utah Transit Authority | FrontRunner Forward Environmental Services Pool  
APPENDIX A: FEDERAL ATTACHMENTS**ATTACHMENT A: EQUAL EMPLOYMENT OPPORTUNITY AND  
DISADVANTAGED BUSINESS ENTERPRISE STATEMENT**The undersigned states on behalf of the Bidder / Proposer HDR.

- A. The Bidder / Proposer has given or will give, prior to the commencement of an approved UTA project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the Bidder / Proposer EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that UTA is required to follow as a Federal Transit Administration Grantee.

- B. Bidder / Proposer designates --

Name Brent W. Jensen, PETitle Sr. Vice President/Utah Area Manager

as the person assigned the responsibility for securing compliance with and reporting progress to the Bidders/Proposers and UTA's Civil Rights Office on all EEO efforts initiated and taken.

- C. Bidder / Proposer will cooperate fully with UTA and ensure equal employment opportunity to the maximum extent possible during the term of this contract. Attachment A-5 must be completed and submitted. If the Bidder / Proposer employs 50 or more persons and, or will be entering into a contract hereunder in an amount of \$50,000 or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with UTA's and the Bidder / Proposer EEO and DBE requirements.
- D. Bidder / Proposer agrees to make every reasonable good faith effort to utilize DBE's in the performance of this contract. Bidder / Proposer will take affirmative steps to meet the DBE contract goal set for this bid.

Company Name: HDRAddress: 2825 East Cottonwood Pkwy, Suite 200  
Salt Lake City, Utah 84107Signed: Title: Sr. Vice President/Utah Area ManagerPhone Number: 801.743.7800



## ATTACHMENT A-1: DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION FORM

**DBE PROJECT GOAL** will be determined by Civil Rights Compliance Officer for each Task Order that issued. The Bidder / Proposer must check the appropriate box, provide the information requested, and sign this form certifying to the accuracy of the information provided, and submit this form with its bid. Failure to complete and submit this form may result in rejection of the bid/proposal as non-responsive. Race neutral procurements do not require good faith effort documentation.

- ☒ **Bidder / Proposer will meet or exceed the DBE goal for this contract.** If awarded this contract, Bidder / Proposer will subcontract with the DBEs listed below, which will be performing a total of \_\_\_\_\_ percent (\_\_\_\_%) of the total dollar amount of the contract work.

Bidders/Proposers shall submit and attach evidence with this form that the DBEs being submitted for work on this project are presently certified by the Utah Uniform Certification Program (UUCP). The DBE Letters of Intent (Attachment A-2) are included with this DBE Participation Form.

<u>DBE Name &amp; Address</u>	<u>Description of Work</u>	<u>\$ Amount of Participation</u>	<u>% of Total Price</u>
Pacific Railway Enterprises, Inc. 3560 University Avenue, Suite F, Riverside, California 92501	Rail Systems Engineering	TBD	TBD
Certus Solutions, LLC 655 7th Avenue, Salt Lake City, UT 84103	NEPA: Historic Properties & Section 4(f)	TBD	TBD
GeoStrata, LLC 14425 South Center Point Way, Bluffdale, UT 84065	Geotechnical Engineering	TBD	TBD

(Attach additional sheets if necessary)

- ☐ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that it has made good faith efforts** in accordance with the bid/proposal instructions to meet the DBE goal, but, despite those efforts, has been unable to meet the goal. The Good Faith Efforts Documentation Form (Attachment A-3) is attached to this DBE Participation Form. Please list above ANY DBE participation your firm has committed to.
- ☐ Bidder / Proposer *does not* meet the DBE goal for this contract. **Bidder / Proposer certifies that there exists no opportunity for subcontracting as part of this project.** It is the general practice of Bidder / Proposer's firm to perform all work of this nature solely with its own work force and to do otherwise would constitute a violation of industry standards. Attachment A-3, Good Faith Effort Documentation Form, is not required under this selection.

Date: October 20, 2021

Company Name: HDR

Signature: Brent W. Jensen

Printed Name: Brent W. Jensen, PE

Title: Sr. Vice President/Area Manager



A-02



October 20, 2021

Jennifer A. Purcell  
Pacific Railway Enterprises, Inc.  
3560 University Avenue, Suite F  
Riverside, California 92501

**RE: Systems Engineering Services for FrontRunner Forward Environmental Services Pool**

Dear Jennifer,

Our firm is submitting a proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall act as prime contractor.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide systems engineering related to the preparation of environmental documents. Your firm's percentage of the total contract, if HDR is awarded the project, will be determined at the time HDR is assigned a task order that requires systems engineering.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

**DBE firm has read and certifies to the above:**

A handwritten signature in blue ink that reads "Jennifer A. Purcell".

Jennifer A. Purcell  
President/CEO

**Prime Contractor:**

A handwritten signature in blue ink that reads "Brent W. Jensen".

Brent W. Jensen  
Sr. Vice President/ Utah Area Manager



# Pacific Railway Enterprises, Inc.

Has successfully satisfied  
49 CFR part 26 criteria for  
certification as a  
minority or women owned  
business in the

## Disadvantaged Business Enterprise Program

**Expires on 1/31/2022**

**This DBE is certified to perform the following:**

- 541330 - Engineering Services**
- 541340 - Drafting Services**
- 541512 - Computer System Design Services**



A handwritten signature in black ink, appearing to read "A. Gray", written over a horizontal line.

**Andrew Gray, DBE Liaison & UUCP Certifying Official**  
Utah Transit Authority  
669 West 200 South Salt Lake City, UT 84101



October 20, 2021

Sheri Murray Ellis  
Certus Solutions, LLC  
655 7th Avenue  
Salt Lake City, UT 84103

**RE: Cultural Resources Consulting for FrontRunner Forward Environmental Services Pool**

Dear Sherri,

Our firm is submitting a proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall act as prime contractor.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide cultural resources consulting services related to the preparation of environmental documents. Your firm's percentage of the total contract, if HDR is awarded the project, will be determined at the time HDR is assigned a task order that requires systems engineering.

A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

**DBE firm has read and certifies to the above:**

A handwritten signature in cursive script, appearing to read 'Sheri Murray Ellis', written over a horizontal line.

Sheri Ellis  
Owner/Consultant

**Prime Contractor:**

A handwritten signature in cursive script, appearing to read 'Brent W. Jensen', written over a horizontal line.

Brent W. Jensen  
Sr. Vice President/ Utah Area Manager





*Utah Unified Certification Program*  
Certifies that:

***Certus Environmental Solutions, LLC.***

*Has successfully satisfied 49 CFR Part 26 criteria for  
continued certification as a disadvantaged owned business in the:*

***Disadvantaged Business Enterprise  
Program***

*Certificate Expires: 10-29-2021*

*Judy Romrell*

Judy Romrell - UUCP CERTIFYING OFFICIAL



October 20 , 2021

Hiram Alba  
GeoStrata Engineering & Geosciences  
14425 Center Point Way  
Bluffdale, Utah 84065


**Reference: FrontRunner Forward Environmental and Design Services Pool  
RFQu Nos. 21-03496VW and 21-03497VW**

Dear Hiram,

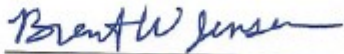
Our firm is submitting a bid/proposal with the intent to be awarded a contract with the Utah Transit Authority for the performance of the above-referenced project, and if our firm is awarded the contract, shall as act as prime contractor for this project.

Please sign this "Letter of Intent to Subcontract" to verify that you are willing to participate and enter into a subcontract with our firm to provide geotechnical engineering in an amount to be determined if our firm is awarded the project with the Utah Transit Authority. A DBE company has to be certified in the State of Utah and current in its DBE certification. Please attach a copy of a recent certification letter / annual update that states your firm is presently certified as a DBE by the Utah Uniform Certification Program (UUCP).

**DBE firm has read and certifies to the above:**

  
Hiram Alba  
Principal Engineer and General Manager

**Prime Contractor:**

  
Brent W. Jensen  
Sr. Vice President/Utah Area Manager

# GeoStrata LLC

Has successfully satisfied  
49 CFR part 26 criteria for  
certification as a  
minority or women owned  
business in the

## Disadvantaged Business Enterprise Program

**Expires on 2/28/2022**

**This DBE is certified to perform the following:**

**541330: Engineering Services**

**541370: Surveying and Mapping Services**



A handwritten signature in black ink, appearing to read "A. Gray", written over a horizontal line.

**Andrew Gray, DBE Liaison & UUCP Certifying Official**  
Utah Transit Authority  
669 West 200 South Salt Lake City, UT 84101





**THE SUCCESSFUL BIDDERS/ PROPOSERS SHALL REQUIRE ALL SUBCONTRACTORS TO COMPLETE AND SUBMIT THE FEDERAL CERTIFICATION ATTACHMENTS A, A-1, A-2, A-3, A-5, B, C, D, E, F AND G IF APPLICABLE.**

## ATTACHMENT A-3: GOOD FAITH EFFORTS DOCUMENTATION FORM

Whether a Bidder / Proposer meets or does not meet the DBE goal, the Bidder / Proposer must submit this form with its DBE Participation Form (Attachment A-1). **In the case of a race neutral project, the Bidder / Proposer is not required to submit good faith efforts documentation.** The Bidder / Proposer must submit a copy of the document(s) sent to DBE's. Failure to submit this form with its bid/proposal and requested additional documentation may render the bid/proposal non-responsive. UTA's DBE Liaison Officer may require that the Bidder / Proposer provide additional substantiation of good faith efforts.

Firm Name	Contact Person	Area of Expertise	Date	Response
NOT APPLICABLE	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

By submitting and signing this form, including any continuation form(s), the Bidder / Proposer certifies that it has contacted the identified DBE firms in good faith (per 49 CFR 26 Appendix A or see DBE Requirements, Terms and Conditions) to discuss contracting opportunities.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Equal Employment Opportunity Policy Statement

HDR, Inc. and its subsidiaries, hereinafter referred to as HDR, have been and will continue to be equal opportunity employers. We are dedicated to maintaining a work environment which extends equal opportunity for employment and employment-related benefits to all individuals. HDR will recruit, hire, train and promote and will insure that all personnel actions such as compensation, benefits, layoffs, terminations, transfers, education, tuition assistance, social and recreation programs and other terms, conditions and privileges of employment are administered without regard to ancestry, race, color, sex, sexual orientation, gender identity, genetic information, religion, national origin, age, creed, veteran status, citizenship status, marital status, disability status, or any other basis prohibited by law, except where these are essential bona fide occupational qualifications. Compensation for services will not be reduced because of any disability income, pension or other benefits the applicant or employee receives from another source. Towards this objective, HDR has adopted affirmative action programs to assure equal opportunity and compliance with Federal, and local legislation.

Job qualifications for hire, promotion and transfer are established only if they are directly job-related and consistent with business necessity and the performance of the job. Any information obtained relating to a person's physical or mental condition shall be kept confidential except to extent that supervisors and managers may be informed of work limitations or reasonable accommodations necessary, first aid and safety personnel may be informed if emergency precautions or treatment might be necessary and information may be released to Government officials investigating compliance.

If a reasonable accommodation is needed, employees are requested to complete a voluntary disclosure form to assist HDR in identifying possible accommodations, which could enable more effective and safe performance. Reasonable accommodations such as special equipment, job restructure, modified work schedule or other accommodations will be made to enable employees to perform the essential functions of the job and to enable applicants to complete the application process, provided the accommodation does not impose an "undue hardship" on the company.

HDR will not subject employees and applicants to harassment, intimidation, threats, coercion or retaliation because they engaged or may engage in filing a complaint or assisted in a review, investigation or hearing related to any federal, state or local law.

HDR strongly disapproves of any form of discrimination or harassment of individuals applying for work or working at HDR, and furthermore, seeks to make employees at all levels sensitive to the issue and inform them of their equal employment rights.

Concerns or suggestions regarding HDR's Equal Employment Opportunity Policies and their application should be directed to your supervisor, your Managing Principal, Area Manager, or William J. Manhart, Senior Vice President, Chief Human Resources Officer and Corporate EEO Officer (HDR, Inc., 1917 South 67<sup>th</sup> Street, Omaha, NE 68106, 402/399-1000). All allegations of harassment or discrimination will be investigated in as confidential a manner as possible and corrective action, including discipline or discharge, taken where appropriate. Retaliation against employees filing a complaint is strictly prohibited, as are false charges of discrimination or harassment.

All employees are encouraged to take an active role in promoting our affirmative action efforts. The Affirmative Action Program is available for your inspection during regular business hours by appointment with your Managing Principal or Area Manager.

[California/Seattle, Washington Policy](#)  
[Nebraska, Austin, Texas and Portland, Oregon Policy](#)  
[Iowa Policy](#)  
[San Francisco, California Policy](#)  
[New Jersey Policy](#)

[Connecticut Policy](#)  
[DC Policy](#)  
[Massachusetts Policy](#)  
[Minnesota Policy](#)

Eric L. Keen P.E.  
Chairman and CEO

December 31, 2020



**ATTACHMENT B: BUY AMERICA CERTIFICATE**

Solicitation No. \_\_\_\_\_

Exhibit \_\_\_\_\_  
**UTAH TRANSIT AUTHORITY  
BUY AMERICA CERTIFICATE  
(Federally-Assisted Contract)****SECTION (1); Certify only for IRON, STEEL, or MANUFACTURED PRODUCTS: (Mark One)**

☒ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661;

--OR--

☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(a).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

**SECTION (2); Certify only for ROLLING STOCK and ASSOCIATED EQUIPMENT: (Mark One)**

☐ **CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *will comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations of 49 CFR Part 661.11;

--OR--

☐ **CERTIFICATE FOR NON-COMPLIANCE WITH SECTION 165(b)(3).** The offeror hereby certifies that it *cannot comply* with the requirements of Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but it *may qualify for an exception* to the requirement consistent with Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR Part 661.7.

**SECTION (3); OFFEROR'S SIGNATURE: *(Sign, date and enter your title and the name of your company)***

Brent W. Jensen  
Signature

October 20, 2021  
Date

Sr. Vice President / Utah Area Manager  
Title

HDR  
Name of Company/Offerer

Rev 5/30/07





## ATTACHMENT C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION FROM TRANSACTIONS FINANCED IN PART BY THE U.S. GOVERNMENT

This certification is made in accordance with Executive Order 12549, 49 CFR Part 29, 31 USC §6101 and similar federal requirements regarding debarment, suspension and ineligibility with respect to federally-funded contracts.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Federal Transit Administration. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Federal Transit Administration, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

If the bidder or proposer is unable to certify to the statement above, it shall attach an explanation, and indicate that it has done so, by placing an "X" in the following space \_\_\_\_\_.

Signature of the Bidder or Proposer Authorized Official

Brent W. Jensen, Sr. Vice President /Area Manager

Name and Title of the Bidder or Proposer Authorized Official

**FEDERAL ID # 47-0680568**

Date: October 20, 2021

**ATTACHMENT D: CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, Brent W. Jensen, hereby certifies  
 (Name and Title of Company Official)  
 on behalf of HDR that:  
 (Name of Company)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this 20th day of October, 2021.

By Brent W. Jensen  
 (Signature of Authorized Official)

Sr. Vice President / Utah Area Manager  
 (Title of Authorized Official)





## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: HDR

Firm Address: 2825 East Cottonwood Pkwy, Suite 200, Salt Lake City, Utah 84121

\_\_\_\_\_  
\_\_\_\_\_

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Engineering

Month/Year firm started: Company was founded in 1917

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 <input type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input checked="" type="checkbox"/>

Name of Solicitation: FrontRunner Forward Environmental Services Pool



## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding ALL firms bidding on prime contracts and subcontracts on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer with your bid package, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Mott MacDonald, LLC

Firm Address: 5975 Union Park Center, Suite 600, Midvale, UT 84047-4187

\_\_\_\_\_  
\_\_\_\_\_

Status: Non-DBE ☒ DBE ☐

Company's Type of Work: Engineering and Consulting

Month/Year firm started: 11/1972

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 <input type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input checked="" type="checkbox"/>

Name of Solicitation: FrontRunner Forward Environmental Services Pool



## ATTACHMENT F: SOLICITATION STATISTICS

Dear Subcontractor:

The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

**This information will only be used for statistical purposes as allowed under 49 CFR Part 26.**

**Firm Name:** CRS Consulting Engineers Incorporated

**Firm Address:** 4246 Riverboat Road Ste 200

Salt Lake City, UT 84123

**Status:** Non-DBE ☒ DBE ☐

**Company's Type of Work:** Civil Engineering

**Month/Year firm started:** January, 1905

### Company Owner(s) Ethnic Background (optional)

<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input checked="" type="checkbox"/> Male
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other

**Annual Gross Receipts of the Firm:** (check one)

0 to \$500,000 <input type="checkbox"/>	\$500,000 - \$1,000,000 <input type="checkbox"/>
\$1 Million - \$5 Million <input type="checkbox"/>	\$5 Million - \$10 Million <input checked="" type="checkbox"/>
\$10 Million - \$16.7 Million <input type="checkbox"/>	Above \$16.7 Million <input type="checkbox"/>

**Name of Solicitation:** FrontRunner Forward Environmental Services Pool





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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Pacific Railway Enterprises, Inc.

Firm Address: 3560 University Avenue, Suite F, Riverside, CA 92501

\_\_\_\_\_

\_\_\_\_\_

Status: Non-DBE ☐ DBE ☒

Company's Type of Work: Railroad Signal and Systems Communication Design,  
Inspection and Engineering Services

Month/Year firm started: 1994

Company Owner(s) Ethnic Background (optional)			
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male	
<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female	
<input type="checkbox"/> Polynesian	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Other	

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐

\$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐

\$5 Million - \$10 Million ☒

\$10 Million - \$16.7 Million ☐

Above \$16.7 Million ☐

Name of Solicitation: FrontRunner Forward Environmental Services Pool





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This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: Certus Environmental Solutions

Firm Address: 655 7th Avenue, Salt Lake City, UT 84103

\_\_\_\_\_  
\_\_\_\_\_

Status: Non-DBE ☐ DBE ☒

Company's Type of Work: Cultural Resource Consulting

Month/Year firm started: 05/2012

### Company Owner(s) Ethnic Background (optional)

☐ African American

☐ Asian

☐ Male

☐ Hispanic

☐ Native American

☒ Female

☐ Polynesian

☒ Caucasian

☐ Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☒

\$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☐

\$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐

Above \$16.7 Million ☐

Name of Solicitation: FrontRunner Forward Environmental Services Pool



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The Utah Transit Authority maintains bidding statistics, regarding **ALL** firms bidding on prime contracts and **subcontracts** on DOT-assisted projects in accordance to the federal regulation 49 CFR Part 26.11. Include copies of this form with your bid package to **ANY SUBCONTRACTORS**. Return the form from each proposer **with your bid package**, both Disadvantaged Business Enterprises' (DBE) and non-DBEs (A DBE is a firm that meets the criteria in 49 CFR 26). Thank you for your assistance with this request. If you have any questions, comments or suggestions, please contact Raymond Christy, UTA's DBE Liaison Officer (801) 262-5626 extension 3537.

This information will only be used for statistical purposes as allowed under 49 CFR Part 26.

Firm Name: IGES Ingenieros, LLC d/b/a GeoStrata

Firm Address: 14425 South Center Point Way

Bluffdale, Utah 84065

Status: Non-DBE ☐ DBE ☒

Company's Type of Work: Geotechnical Consulting

Month/Year firm started: 2001

Company Owner(s) Ethnic Background (optional)		
<input type="checkbox"/> African American	<input type="checkbox"/> Asian	<input type="checkbox"/> Male
<input checked="" type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Female
<input type="checkbox"/> Polynesian	<input type="checkbox"/> Caucasian	<input type="checkbox"/> Other

Annual Gross Receipts of the Firm: (check one)

0 to \$500,000 ☐

\$500,000 - \$1,000,000 ☐

\$1 Million - \$5 Million ☒

\$5 Million - \$10 Million ☐

\$10 Million - \$16.7 Million ☐

Above \$16.7 Million ☐

Name of Solicitation: Frontrunner Forward Environmental Services Pool



**ATTACHMENT G:** Requirement for Written Subcontracts  
**(To be submitted with Bid or Proposal)**

Provided that your firms Bid or Proposal is determined to be the winner for this Procurement, (UTA Number: 21-03496VW, Bidder/Proposer: HDR), does hereby acknowledge and agree to comply with by signing below, the Authority's requirement to have written subcontracts for all the Work provided for by subcontractors at any tier for the Work awarded to them through this Procurement, and that Bidder/Proposer will pass along all applicable requirements, federal or otherwise, but not limited thereto to all sub tier contractors.

Company Name: HDR

Signed by: Brent W. Jensen

Title: Sr. Vice President / Utah Area Manager

Date: October 20, 2021



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Todd Provost, Director of Capital Development  
Hal Johnson, Manager of Project Research and Development

**TITLE:**

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**Contract: Professional Design Services for Electric Bus Charging Infrastructure (Spectrum Engineers)**

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**AGENDA ITEM TYPE:**

Procurement Contract/Change Order

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**RECOMMENDATION:**

Approve award and authorize Executive Director to execute Professional Services contract and associated disbursements with Spectrum Engineers in the not to exceed (NTE) amount of \$546,280 to provide design and construction documents for electric bus charging stations.

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**BACKGROUND:**

UTA has received two grants for the deployment of additional electric battery buses. UTA has planned for a 5 to 1 ratio of electric buses to high powered chargers. The designer will provide key design and construction documents to support the design and construction of the needed charging infrastructure.

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**DISCUSSION:**

A designer needs to be procured to progress the project to 100% design and produce an advertising package for electric charging infrastructure construction in 2022. UTA has developed two options in addition to a basic work package for the implementation of charging stations for 20 electric buses. Upon execution of this contract, the basic work package will be authorized. Options 1 and 2 will be exercised in UTA's sole discretion, dependent on additional grant funding. **There is no guarantee that any option will be exercised.**

UTA will issue a notice to proceed for the basic work package upon receipt of Board approval. Options 1

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and/or 2 will be exercised in UTA's discretion once sufficient grant funding becomes available. UTA staff is currently seeking Board approval for the basic work package plus both Options 1 and 2.

The initial period of performance is from January 15, 2022 through October 31, 2023 with an additional option year to be exercised in UTA's sole discretion extending from November 1, 2023 to October 31, 2024.

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**CONTRACT SUMMARY:**

<b>Contractor Name:</b>	Spectrum Engineers, Inc.
<b>Contract Number:</b>	21-03476BM
<b>Base Contract Effective Dates:</b>	January 15, 2022, thru Oct 31, 2023
<b>Extended Contract Dates:</b>	One option year through October 31, 2024
<b>Existing Contract Value:</b>	NA
<b>Amendment Amount:</b>	NA
<b>New/Total Amount Contract Value:</b>	\$546,280 (NTE - including options)
<b>Procurement Method:</b>	Request for Qualifications
<b>Funding Sources:</b>	Grant and local funds

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**ALTERNATIVES:**

None

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**FISCAL IMPACT:**

Funding for the work is included in the 2022 budget.

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**ATTACHMENTS:**

Contract



UTA CONTRACT NO. 21-03476BM

## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement is entered into and made effective as of the latest date on the signatures below (the "Effective Date") by and between UTAH TRANSIT AUTHORITY, a public transit district organized under the laws of the State of Utah ("UTA"), and SPECTRUM ENGINEERS, INC., a Salt Lake City, Utah, Corporation ("Consultant").

### RECITALS

- A. UTA desires to hire professional services to complete right-of-way survey/topography, property coordination & acquisition, and engineering design work for BEB High Powered On-Route Charging Infrastructure.
- B. On July 27, 2021, UTA issued Request for Statement of Qualification Package Number 21-03476BM ("RFQu") encouraging interested parties to submit Statement of Qualifications to perform the services described in the RFQu.
- C. Upon evaluation of the Statement of Qualifications submitted in response to the RFQu, UTA selected Consultant as the preferred entity with whom to negotiate a contract to perform the Work.
- D. Consultant is qualified and willing to perform the Work as set forth in the Scope of Services.

### AGREEMENT

NOW, THEREFORE, in accordance with the foregoing Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereafter set forth, the mutual benefits to the parties to be derived here from, and for other valuable consideration, the receipt and sufficiency of which the parties acknowledge, it is hereby agreed as follows:

#### **ARTICLE 1.0** **Definitions**

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 1.1 The term "Change Order" shall mean a written modification to this Contract (the form of which shall be prescribed by UTA) pursuant to which the parties shall mutually agree upon and effect any additions, deletions, or variations in the Work (as such Work is initially defined by this Contract). The scope of modifications may include, without limitation, changes in the: (i) consideration paid to Consultant, (ii) deliverables required to be furnished by Consultant; (iii) method, manner or scope of the Work; or (iv) required performance completion milestones or other Contract schedule requirements.



- 1.2 The term “Claims” shall have the meaning set forth in Section 16.1 of this Contract.
- 1.3 The term “Consultant’s Project Manager” shall mean Lance Kobayashi, or his/her successor as appointed or designated in writing by Consultant.
- 1.4 BEB High Powered On-Route Charging Infrastructure\_\_, RFQu No. 21-3433BM, May 26, 2021.
- 1.5 The term “Contract” shall mean this Professional Services Agreement (inclusive of amendments and Change Orders hereto), together with all attached exhibits, all documents incorporated by reference pursuant to Article 26 hereof, and all drawings, reports, studies, industry standards, legal requirements and other items referenced in the foregoing documents.
- 1.6 The term “Indemnitees” shall mean the UTA parties set forth in Section 16.1 of this Contract.
- 1.7 The term “Scope of Services” shall mean the services described in or reasonably implied by this Contract including, but not limited to, Exhibit “A” (and all Contract requirements associated with such services).
- 1.8 The term “UTA’s Project Manager” shall mean Brandon Heath, or his/her successor as appointed or designated in writing by UTA.
- 1.9 The term “Work” shall mean any activities undertaken or required to be undertaken by Consultant in conjunction with the Scope of Services or Contract.

## **ARTICLE 2.0**

### **Description of Services**

- 2.1 Consultant shall perform all Work as set forth in the Scope of Services. The Scope of Services contains a basic work package as well as two optional work package. The authority to proceed with work on the basic work package will be given upon contract execution. Exercise of options 1 and/or 2 will be in UTA’s sole discretion. Except for items (if any) which this Contract specifically states will be UTA-provided, Consultant shall furnish all the labor, material and incidentals necessary for the Work.
- 2.2 Consultant shall perform all Work under this Contract in a professional manner, using at least that standard of care, skill and judgment which can reasonably be expected from similarly situated professionals.
- 2.3 All Work shall conform to generally accepted standards in the transit industry. Consultant shall perform all Work in compliance with applicable laws, regulations, rules, ordinances, permit constraints and other legal requirements including, without limitation, those related to safety and environmental protection.
- 2.4 Consultant shall furnish only qualified personnel and materials necessary for the performance of the Work.
- 2.5 When performing Work on UTA property, Consultant shall comply with all UTA work site rules including, without limitation, those related to safety and environmental protection.

## **ARTICLE 3.0**

### **Day-to-Day Management of the Work**

- 3.1 Consultant's Project Manager will be the day-to-day contact person for Consultant and will be responsible for all Work, as well as the coordination of such Work with UTA.
- 3.2 UTA's Project Manager will be the day-to-day contact person for UTA, and shall act as the liaison between UTA and Consultant with respect to the Work. UTA's Project Manager shall also coordinate any design reviews, approvals or other direction required from UTA with respect to the Work.

### **ARTICLE 4.0**

#### **Progress of the Work**

- 4.1 Consultant shall prosecute the Work in a diligent and continuous manner and in accordance with all applicable notice to proceed, critical path schedule and guaranteed completion date requirements set forth in (or developed and agreed by the parties in accordance with) the Scope of Services.
- 4.2 Consultant shall conduct regular meetings to update UTA's Project Manager regarding the progress of the Work including, but not limited to, any unusual conditions or critical path schedule items that could affect or delay the Work. Such meetings shall be held at intervals mutually agreed to between the parties.
- 4.3 Consultant shall deliver monthly progress reports and provide all Contract submittals and other deliverables as specified in the Scope of Services.
- 4.4 Any drawing or other submittal reviews to be performed by UTA in accordance with the Scope of Services are for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- 4.5 UTA will have the right to inspect, monitor and review any Work performed by Consultant hereunder as deemed necessary by UTA to verify that such Work conforms to the Contract requirements. Any such inspection, monitoring and review performed by UTA is for the sole benefit of UTA, and shall not relieve Consultant of its responsibility to comply with the Contract requirements.
- 4.6 UTA shall have the right to reject Work which fails to conform to the requirements of this Contract. Upon receipt of notice of rejection from UTA, Consultant shall (at its sole expense and without entitlement to equitable schedule relief) promptly re-perform, replace or re-execute the Work so as to conform to the Contract requirements.
- 4.7 If Consultant fails to promptly remedy rejected Work as provided in Section 4.6, UTA may (without limiting or waiving any rights or remedies it may have) perform necessary corrective action using other consultants or UTA's own forces. Any costs reasonably incurred by UTA in such corrective action shall be chargeable to Consultant.

### **ARTICLE 5.0**

#### **Period of Performance**

- 5.1 This Contract shall commence as of the Effective Date. This Contract shall remain in full force and

effect for an initial 2- year period expiring October 31, 2023. UTA may, at its sole election and in its sole discretion, extend the initial term for up to One additional one-year option period, for a total Contract period not to exceed Three years. Extension options may be exercised by UTA upon providing Consultant with notice of such election at least thirty (30) days prior to the expiration of the initial term or then-expiring option period (as applicable). This Contract may be further extended if the Consultant and UTA mutually agree to an extension evidenced in writing. The rights and obligations of UTA and Consultant under this Contract shall at all times be subject to and conditioned upon the provisions of this Contract.

## **ARTICLE 6.0**

### **Consideration**

- 6.1 For the performance of the Work, UTA shall pay Consultant in accordance with Exhibit B. Payments shall be made in accordance with the milestones or other payment provisions detailed in Exhibit B. If Exhibit B does not specify any milestones or other payment provisions, then payment shall be made upon completion of all Work and final acceptance thereof by UTA.
- 6.2 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a cost-reimbursement basis, such costs shall only be reimbursable to the extent allowed under 2 CFR Part 200 Subpart E. Compliance with federal cost principles shall apply regardless of funding source for this Contract.
- 6.3 To the extent that Exhibit B or another provision of this Contract calls for any portion of the consideration to be paid on a time and materials or labor hour basis, then Consultant must refer to the not-to-exceed amount, maximum Contract amount, Contract budget amount or similar designation (any of these generically referred to as the "Not to Exceed Amount") specified in Exhibit B (as applicable). Unless and until UTA has notified Consultant by written instrument designated or indicated to be a Change Order that the Not to Exceed Amount has been increased (which notice shall specify a revised Not to Exceed Amount): (i) Consultant shall not be obligated to perform services or incur costs which would cause its total compensation under this Contract to exceed the Not to Exceed Amount; and (ii) UTA shall not be obligated to make payments which would cause the total compensation paid to Consultant to exceed the Not to Exceed Amount.
- 6.4 UTA may withhold and/or offset from payment any amounts reasonably reflecting: (i) items of Work that have been rejected by UTA in accordance with this Contract; (ii) invoiced items that are not payable under this Contract; or (iii) amounts Consultant owes to UTA under this Contract.

## **ARTICLE 7.0**

### **Contract Changes**

- 7.1 UTA's Project Manager or designee may, at any time, by written order designated or indicated to be a Change Order, direct changes in the Work including, but not limited to, changes:
  - A. In the Scope of Services;
  - B. In the method or manner of performance of the Work; or
  - C. In the schedule or completion dates applicable to the Work.

To the extent that any change in Work directed by UTA causes an actual and demonstrable impact to: (i) Consultant's cost of performing the work; or (ii) the time required for the Work, then (in either case) the Change Order shall include an equitable adjustment to this Contract to make Consultant whole with respect to the impacts of such change.

- 7.2 A change in the Work may only be directed by UTA through a written Change Order or (alternatively) UTA's expressed, written authorization directing Consultant to proceed pending negotiation of a Change Order. Any changes to this Contract undertaken by Consultant without such written authority shall be at Consultant's sole risk. Consultant shall not be entitled to rely on any other manner or method of direction.
- 7.3 Consultant shall also be entitled to an equitable adjustment to address the actual and demonstrable impacts of "constructive" changes in the Work if: (i) subsequent to the Effective Date of this Contract, there is a material change with respect to any law or other requirement set forth in this Contract; or (ii) other conditions exist which materially modify the magnitude, character or complexity of the Work from what should have been reasonably assumed by Consultant based on the information included in (or referenced by) this Contract. In order to be eligible for equitable relief for "constructive" changes in Work, Consultant must give UTA's Project Manager or designee written notice stating:
  - A. The date, circumstances, and source of the change; and
  - B. That Consultant regards the identified item as a change in Work giving rise to an adjustment in this Contract. Consultant must provide notice of a "constructive" change and assert its right to an equitable adjustment under this Section within ten (10) days after Consultant becomes aware (or reasonably should have become aware) of the facts and circumstances giving rise to the "constructive" change. Consultant's failure to provide timely written notice as provided above shall constitute a waiver of Consultant's rights with respect to such claim.
- 7.4 As soon as practicable, Consultant must provide UTA with information and documentation reasonably demonstrating the actual cost and schedule impacts associated with any change in Work compensable under Section 7.1 or 7.3. Equitable adjustments will be made via Change Order. Any dispute regarding the Consultant's entitlement to an equitable adjustment (or the extent of any such equitable adjustment) shall be resolved in accordance with Article 20 of this Contract.

## **ARTICLE 8.0**

### **Invoicing Procedures and Records**

- 8.1 Consultant shall submit invoices to UTA's Project Manager for processing and payment in accordance with Exhibit B. If Exhibit B does not specify invoice instructions, then Consultant shall invoice UTA after completion of all Work and final acceptance thereof by UTA. Invoices shall be provided in the form specified by UTA. Reasonable supporting documentation demonstrating Consultant's entitlement to the requested payment must be submitted with each invoice. UTA shall have the right to disapprove (and withhold from payment) specific line items of each invoice to address non-conforming Work or invoicing deficiencies. Approval by UTA shall not be unreasonably withheld. UTA shall have the right to offset

from payment amounts reasonably reflecting the value of any claim which UTA has against Consultant under this Contract. Payment for all invoice amounts not specifically disapproved by UTA shall be provided to Consultant within thirty (30) calendar days of invoice submittal.

#### **ARTICLE 9.0**

##### **Ownership of Materials**

- 9.1 All data including, but not limited to, maps, drawings, sketches, renderings, software, hardware, and specifications, including the original thereof, developed by Consultant as a part of its Work under this Contract (collectively and generically referred to in this Article as “Work Product”) are the property of UTA. All Work Product must be delivered to UTA no later than the completion of the Work and prior to final payment by UTA. In the event this Contract is terminated prior to completion of the Work, then Consultant shall transmit all Work Product completed or in-process as of the date of termination. UTA shall not be construed to be the owner of any intellectual property contained in the Work Product that was owned or created by Consultant outside of the scope of this Contract. However, with respect to such intellectual property of Consultant, Consultant hereby grants UTA a non-exclusive perpetual license to use such intellectual property to the full extent reasonably necessary for UTA’s use and enjoyment of the Work Product furnished under this Contract.

#### **ARTICLE 10.0**

##### **Subcontracts**

- 10.1 Consultant shall give advance written notification to UTA of any proposed subcontract (not indicated in Consultant’s Statement of Qualification) negotiated with respect to the Work. UTA shall have the right to approve all subcontractors, such approval not to be withheld unreasonably.
- 10.2 No subsequent change, removal or substitution shall be made with respect to any such subcontractor without the prior written approval of UTA.
- 10.3 Consultant shall be solely responsible for making payments to subcontractors, and such payments shall be made within thirty (30) days after Consultant receives corresponding payments from UTA.
- 10.4 Consultant shall be responsible for and direct all Work performed by subcontractors.
- 10.5 Consultant agrees that no subcontracts shall provide for payment on a cost-plus-percentage-of-cost basis. Consultant further agrees that all subcontracts shall comply with all applicable laws.

#### **ARTICLE 11.0**

##### **Key Personnel**

- 11.1 Consultant shall provide the key personnel as indicated in Consultant’s Statement of Qualification (or other applicable provisions of this Contract), and shall not change any of said key personnel without the express written consent of UTA.

#### **ARTICLE 12.0**

##### **Suspension of Work**

- 12.1 UTA may, at any time, by written order to Consultant, require Consultant to suspend, delay, or interrupt all or any part of the Work called for by this Contract. Any such order shall be specifically identified as a "Suspension of Work Order" issued pursuant to this Article. Upon receipt of such an order, Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of further costs allocable to the Work covered by the order during the period of Work stoppage.
- 12.2 If a Suspension of Work Order issued under this Article is canceled, Consultant shall resume Work as mutually agreed to in writing by the parties hereto.
- 12.3 If a Suspension of Work Order is not canceled and the Work covered by such order is terminated for the convenience of UTA, reasonable costs incurred as a result of the Suspension of Work Order shall be considered in negotiating the termination settlement.
- 12.4 If the Suspension of Work causes an increase in Consultant's cost or time to perform the Work, UTA's Project Manager or designee shall make an equitable adjustment to compensate Consultant for the additional costs or time, and modify this Contract by Change Order.

### **ARTICLE 13.0**

#### **Termination for Convenience; Termination for Cause and Default Remedies**

- 13.1 UTA shall have the right to terminate this Contract at any time by providing written notice to Consultant. If this Contract is terminated for convenience, UTA shall pay Consultant its costs and a reasonable profit on work performed up to the effective date of the termination notice, plus costs reasonably and necessarily incurred by Consultant to affect such termination. UTA shall not be responsible for anticipated profits based on Work not performed as of the effective date of termination. Consultant shall promptly submit a termination claim to UTA. If Consultant has any property in its possession belonging to UTA, Consultant will account for the same, and dispose of it in the manner UTA directs.
- 13.2 If Consultant materially fails to perform any of its obligations under this Contract, and such failure is not cured or a cure initiated to the satisfaction of UTA within ten (10) days after receipt of written notice from UTA, UTA may, at its discretion:
  - A. Terminate this Contract (in whole or in part) for default and complete the Work using other consultants or UTA's own forces, in which event Consultant shall be liable for all incremental costs so incurred by UTA;
  - B. Pursue other remedies available under this Contract (regardless of whether the termination remedy is invoked); and/or
  - C. Except to the extent limited by this Contract, pursue other remedies available at law.

Upon receipt of a termination notice as provided above, Consultant shall (i) immediately discontinue all Work affected (unless the notice directs otherwise); (ii) deliver to UTA all data, drawings and other deliverables, whether completed or in process; and (iii) if Consultant has any property in its possession belonging to UTA, account for the same, and dispose of it in the manner UTA directs. Consultant shall remit a final invoice for all services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. UTA shall calculate termination damages payable under this Contract, shall



offset such damages against Consultant's final invoice, and shall invoice Consultant for any additional amounts payable by Consultant (to the extent termination damages exceed the invoice). All rights and remedies provided in this Article are cumulative and not exclusive.

- 13.3 If UTA terminates this Contract for any reason, Consultant shall remain available, for a period not exceeding 90 days, to UTA to respond to any questions or concerns that UTA may have regarding the Work completed by Consultant prior to termination.

#### **ARTICLE 14.0**

##### **Information, Records, and Reports; Audit Rights**

- 14.1 Consultant shall retain all books, papers, documents, accounting records and other evidence to support any cost-based billings allowable under Exhibit B (or any other provision of this Contract). Such records shall include, without limitation, time sheets and other cost documentation related to the performance of labor services, as well as subcontracts, purchase orders, other contract documents, invoices, receipts or other documentation supporting non-labor costs. Consultant shall also retain other books and records related to the performance, quality or management of this Contract and/or Consultant's compliance with this Contract. Records shall be retained by Consultant for a period of at least six (6) years after completion of the Work, or until any audit initiated within that six-year period has been completed (whichever is later). During this six-year period, such records shall be made available at all reasonable times for audit and inspection by UTA and other authorized auditing parties including, but not limited to, the Federal Transit Administration. Copies of requested records shall be furnished to UTA or designated audit parties upon request. Consultant agrees that it shall flow-down (as a matter of written contract) these records requirements to all subcontractors utilized in the performance of the Work at any tier.

#### **ARTICLE 15.0**

##### **Findings Confidential**

- a. Any documents, reports, information, or other data and materials available to or prepared or assembled by Consultant or subcontractors under this Contract are considered confidential and shall not be made available to any person, organization, or entity by Consultant without consent in writing from UTA.
- b. It is hereby agreed that the following information is not considered to be confidential:
  1. Information already in the public domain;
  2. Information disclosed to Consultant by a third party who is not under a confidentiality obligation;
  3. Information developed by or in the custody of Consultant before entering into this Contract;
  4. Information developed by Consultant through its work with other clients; and
  5. Information required to be disclosed by law or regulation including, but not limited to, subpoena, court order or administrative order.

#### **ARTICLE 16.0**

### **General Indemnification and Insurance**

- 16.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and its trustees, officers, employees and agents (hereinafter collectively "Indemnitees") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses (hereinafter collectively "Claims"), brought or made against or incurred by any of the Indemnitees resulting from or arising out of the negligent acts or omissions (actual or alleged) of Consultant, its subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable in conjunction with this Contract or any Work performed hereunder. If an employee of Consultant, a subcontractor, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against UTA or another Indemnatee, Consultant's indemnity obligation set forth above will not be limited by any limitation on the amount of damages, compensation or benefits payable under any employee benefit acts, including workers' compensation or disability acts.
- 16.2 For the duration of this Contract, Consultant shall maintain at its own expense, and provide proof of said insurance to UTA, the following types of insurance:
- A. Occurrence type Commercial General Liability Insurance ISO CG001, with an edition date of 11-88 or later, covering the indemnity and other liability provisions of this Contract, with no exclusions of explosion, collapse or underground hazards. The limits shall be \$2,000,000 per occurrence with an annual aggregate of \$4,000,000. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including completed operations."
  - B. Professional Liability insurance with the following limits and coverage's:
    - Minimum Limits:
      - \$1,000,000 each claim
      - \$2,000,000 annual aggregate
    - Coverages:
      1. Insured's interest in joint ventures
      2. Punitive damages coverage(where not prohibited by law).
      3. Limited contractual liability
      4. Retroactive date prior to date
      5. Extended reporting period of 36 months

Coverage which meets or exceeds the minimum requirements will be maintained, purchased annually in full force and effect until 3 years past completion of the Work unless such coverage becomes unavailable to the market on a commercially reasonable basis, in which case Consultant will notify UTA. If UTA agrees that such coverage is not reasonably available in the commercial market,

Consultant may elect not to provide such coverage.

- C. Automobile insurance covering owned, if any, non-owned, and hired automobile with limits not less than \$2,000,000 combined single limit of coverage. The policy shall be endorsed to include the following additional insured language: "The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, including automobiles owned, leased, hired or borrowed by the Consultant."
  - D. Workers' Compensation insurance conforming to the appropriate states' statutory requirements covering all employees of Consultant, and any employees of its subcontractors, representatives, or agents as long as they are engaged in the work covered by this Contract or such subcontractors, representatives, or agents shall provide evidence of their own Worker's Compensation insurance. The policy shall also cover Employers Liability with limits no less than \$1,000,000 each accident, and each employee for disease. The policy shall contain a waiver of subrogation against UTA.
- 16.3 On insurance policies where UTA is named as an additional insured, UTA shall be an additional insured to the full limits of liability purchased by the Consultant. Insurance limits indicated in this agreement are minimum limits. Larger limits may be indicated after Consultant's assessment of the exposure for this contract; for its own protection and the protection of UTA. Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 16.4 Consultant warrants that this Contract has been thoroughly reviewed by its insurance agent, broker or consultant, and that said agent/broker/ consultant has been instructed to procure for Consultant the insurance coverage and endorsements required herein.
- 16.5 Consultant shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by UTA before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- 16.6 UTA, as a self-insured governmental entity, shall not be required to provide insurance coverage for the risk of loss to UTA premises and improvements or equipment owned by UTA.

#### **ARTICLE 17.0**

##### **Other Indemnities**

- 17.1 Consultant shall protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all Claims of any kind or nature whatsoever on account of infringement relating to Consultant's performance under this Contract. If notified promptly in writing and given authority, information and assistance, Consultant shall defend, or may

settle at its expense, any suit or proceeding against UTA so far as based on a claimed infringement and Consultant shall pay all damages and costs awarded therein against UTA due to such breach. In case any portion of the Work is in such suit held to constitute such an infringement or an injunction is filed that interferes with UTA's rights under this Contract, Consultant shall, at its expense and through mutual agreement between the UTA and Consultant, either procure for UTA any necessary intellectual property rights, or modify Consultant's services or deliverables such that the claimed infringement is eliminated.

- 17.2 Consultant shall: (i) protect, release, defend, indemnify and hold harmless UTA and the other Indemnitees against and from any and all liens or Claims made or filed against UTA or upon the Work or the property on which the Work is located on account of any labor performed or labor, services, and equipment furnished by subcontractors of any tier; and (ii) keep the Work and said property free and clear of all liens or claims arising from the performance of any Work covered by this Contract by Consultant or its subcontractors of any tier. If any lien arising out of this Contract is filed, before or after Work is completed, Consultant, within ten (10) calendar days after receiving from UTA written notice of such lien, shall obtain a release of or otherwise satisfy such lien. If Consultant fails to do so, UTA may take such steps and make such expenditures as in its discretion it deems advisable to obtain a release of or otherwise satisfy any such lien or liens, and Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA in obtaining such release or satisfaction. If any non-payment claim is made directly against UTA arising out of non-payment to any subcontractor, Consultant shall assume the defense of such claim within ten (10) calendar days after receiving from UTA written notice of such claim. If Consultant fails to do so, Consultant shall upon demand reimburse UTA for all costs incurred and expenditures made by UTA to satisfy such claim.

#### **ARTICLE 18.0**

##### **Independent Contractor**

- 18.1 Consultant is an independent contractor and agrees that its personnel will not represent themselves as, nor claim to be, an officer or employee of UTA by reason of this Contract. Consultant is responsible to provide and pay the cost of all its employees' benefits.

#### **ARTICLE 19.0**

##### **Prohibited Interest**

- 19.1 No member, officer, agent, or employee of UTA during his or her tenure or for one year thereafter shall have any interest, direct or indirect, including prospective employment by Consultant in this Contract or the proceeds thereof without specific written authorization by UTA.

#### **ARTICLE 20.0**

##### **Dispute Resolution**

- 20.1 The parties shall attempt to informally resolve all claims, counterclaims and other disputes through the escalation process described below. No party may bring a legal action to enforce any term of this Contract without first having exhausted such process.

- 20.2 The time schedule for escalation of disputes, including disputed requests for Change Order, shall be as follows:

<b>Level of Authority</b>	<b>Time Limit</b>
UTA's Project Manager/Consultant's Project Manager	Five calendar days
UTA's Director of Supply Chain/Consultant's Local Business Lead	Five calendar days
UTA's Chief Financial Officer]/Consultant's District Transportation Lead	Five calendar days

Unless otherwise directed by UTA's Project Manager, Consultant shall diligently continue performance under this Contract while matters in dispute are being resolved.

- 20.3 If the dispute cannot be resolved informally in accordance with the escalation procedures set forth above, then either party may commence legal action in accordance with the venue and law provisions of this Contract. If mutually agreed, the parties may also submit the dispute to arbitration or mediation.

## **ARTICLE 21**

### **Successors and Assignees**

- 21.1 Consultant shall not assign, sublet, sell, transfer, or otherwise dispose of any interest in this Contract without prior written approval of UTA, and any attempted transfer in violation of this restriction shall be void.

## **ARTICLE 22.0**

### **Nonwaiver**

- 22.1 No failure or waiver or successive failures or waivers on the part of either party in the enforcement of any condition, covenant, or article of this Contract shall operate as a discharge of any such condition, covenant, or article nor render the same invalid, nor impair the right of either party to enforce the same in the event of any subsequent breaches by the other party.

## **ARTICLE 23.0**

### **Notices or Demands**

- 23.1 Any formal notice or demand to be given by one party to the other shall be given in writing by one of the following methods: (i) hand delivered; (ii) deposited in the mail, properly stamped with the required postage; (iii) sent via registered or certified mail; or (iv) sent via recognized overnight courier service. All such notices shall be addressed as follows:

If to UTA:  
 Utah Transit Authority  
 ATTN: Brian Motes  
 669 West 200 South  
 Salt Lake City, UT 84101

with a required copy to:  
 Utah Transit Authority  
 ATTN: Legal Counsel  
 669 West 200 South  
 Salt Lake City, UT 84101

If to Consultant:

Spectrum Engineers, Inc. Attn: Lance Kobayashi

324 S. State Street, SLC, UT, 84111

- 23.2 Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice. Either party may change the address at which such party desires to receive written notice by providing written notice of such change to any other party.
- 23.3 Notwithstanding Section 23.1, the parties may, through mutual agreement, develop alternative communication protocols to address change notices, requests for information and similar categories of communications. Communications provided pursuant to such agreed means shall be recognized as valid notices under this Contract

#### **ARTICLE 24.0**

##### **Contract Administrator**

- 24.1 UTA's Contract Administrator for this Contract is Brian Motes, or designee. All questions and correspondence relating to the contractual aspects of this Contract should be directed to said Contract Administrator, or designee.

#### **ARTICLE 25.0**

##### **General Provisions**

- 25.1 Neither this Contract nor any interest herein may be assigned, in whole or in part, by either party hereto without the prior written consent of the other party, except that without securing such prior consent, either party shall have the right to assign this Contract to any successor or to such party by way of merger or consolidation or acquisition of substantially all of the entire business and assets of such party relating to the subject matter of this Contract, provided that such successor shall expressly assume all of the obligations and liabilities of such party under this Contract, and provided further, that such party shall remain liable and responsible to the other party hereto for the performance and observance of all such obligations.
- 25.2 This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of Utah. Any litigation between the parties arising out of or relating to this Contract will be conducted exclusively in federal or state courts in the State of Utah and Consultant consents to the jurisdiction of such courts.
- 25.3 The headings of the articles, clauses, and sections of this Contract are inserted for reference purposes only and are not restrictive as to content.
- 25.4 The parties enter into this Contract for the sole benefit of the parties, in exclusion of any third party, and no third party beneficiary is intended or created by the execution of this Contract.



- 25.5 Any provision of this Contract prohibited or rendered unenforceable by operation of law shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Contract.
- 25.6 This Contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto.
- 25.7 Any amendment to this Contract must be in writing and executed by the authorized representatives of each party.
- 25.8 This Contract may be executed in any number of counterparts and by each of the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Contract may be detached from any counterpart and reattached to any other counterpart hereof. The electronic transmission of a signed original of this Contract or any counterpart hereof and the retransmission of any signed facsimile transmission hereof shall be the same as delivery of an original.
- 25.9 Provisions of this Contract intended by their nature and content to survive termination of this Contract shall so survive including, but not limited to, Articles 9, 13, 14, 15, 16, 17, 19, 20 and 25.
- 25.10 UTAH ANTI-BOYCOTT OF ISRAEL ACT-Consultant agrees it will not engage in a boycott of the State of Israel for the duration of this contract.

#### **ARTICLE 26.0**

##### **Incorporated Documents**

- 26.1 UTA's RFQu 21-03476BM including all federal clauses and other attachments, and Consultant's Statement of Qualification, are hereby incorporated into and made a part of this Contract, except to the extent that such documents were changed or altered by subsequent negotiations as indicated by the terms of this Contract, including Exhibits A, B and C.

#### **ARTICLE 27.0**

##### **Insurance Coverage Requirements for Consultant Employees**

- 27.1 The following requirements apply to the extent that: (i) the initial value of this Contract is equal to or in excess of \$2 million; (ii) this Contract, with subsequent modifications, is reasonably anticipated to equal or exceed \$2 million; (iii) Consultant has a subcontract at any tier that involves a sub-consultant that has an initial subcontract equal to or in excess of \$1 million; or (iv) any subcontract, with subsequent modifications, is reasonably anticipated to equal or exceed \$1 million:
  - A. Consultant shall, prior to the effective date of this Contract, demonstrate to UTA that Consultant has and will maintain an offer of qualified health insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5) for the Consultant's employees and the employee's dependents during the duration of this Contract.
  - B. Consultant shall also demonstrate to UTA that subcontractors meeting the above-described subcontract value threshold have and will maintain an offer of qualified health

insurance coverage (as defined by Utah Code Ann. § 17B-2a-818.5 for the subcontractor's employees and the employee's dependents during the duration of the subcontract.

IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

**UTAH TRANSIT AUTHORITY:** \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Content and Form by

 \_\_\_\_\_

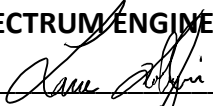
Mike Bell, AAG State of Utah  
and UTA Legal Counsel

Reviewed & Recommended by

\_\_\_\_\_

Hal Johnson, UTA Project Manager

**SPECTRUM ENGINEERS, INC.**

By  \_\_\_\_\_

Name Lance Kobayashi

Title Project Manager

Date 12/07/2021

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Fed ID# 87-0387182

Date: 12/9/2021

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work and General Contract Assumptions**

#### **Scope of Work**

UTA has received two grants for the deployment of additional battery buses. UTA has planned for a 5 to 1 ratio of buses to high powered chargers. UTA has also developed a partnership with Rocky Mountain Power for the deployment of high powered charging infrastructure. The electrical designer will provide key design and construction documents to support the design and construction of the needed charging infrastructure.

**Basic Work Package Plus Two Options.** UTA has developed two options in addition to a basic work package for the implementation of 20 battery buses. Upon execution of this contract, the basic work package will be authorized. Options 1 and 2 will be exercised in UTA's sole discretion when and if sufficient grant funding is received. If UTA does not receive grant funds for the 5600 West project the electric buses will be deployed on routes serving SLC. Notwithstanding the forgoing, there is no guarantee that any particular option will be exercised.

**Basic Work Package.** Deployment at the following locations:

Orange ST 400S  
Kimball Junction  
Tooele

**Option 1.** Deployment at the following locations:

- Central Point Station (2100 S. 221 W)
- Salt Lake Central Station (250 South 600 West)

**Option 2.** Deployment at the following locations

- 5600W. Trax (5651 West Old Bingham Highway)
- 300 E. 200S

Design Schedule Timeframe will be 3 Months per package

Maximum number of design bid packages: 4 over a year from approved contract.

Project locations:

1. Orange ST 400S – one BEB Pantograph charger
2. Kimball Junction – 1 BEB depot charger
3. Tooele – 1 BEB depot charger
4. Depending on Grant awards:
  - Option 1:
    - Central Point Station (2100 S. 221 W) - 2 BEB Pantograph charger
    - Salt Lake Central Station (250 South 600 West) – 1 BEB Pantograph charger
  - Option 2:
    - 5600W. Trax (5651 West Old Bingham Highway) – 2 BEB Pantograph charger
    - 300 E. 200S - 2 BEB Pantograph charger

Assumptions:

1. As-built drawings for all locations – as available
- a. ACAD backgrounds – as available
- b. Existing peak meter readings as required and available.
- c. BEB equipment cut sheets and electric bus shop drawings

## General

### **Predesign services are limited to:**

1. 1 initial site visit at each location to determine design criteria and scope of design work.

### **Design services are limited to:**

2. Drawings and book form specifications detailing work required at the following phases
  - a. 30% document completion
  - b. 60% document completion
  - c. 100% document completion
  - d. RFC Package
3. Corrections to our drawings to reflect changes and comments by all Reviewing Authorities.
4. An electronic set of final drawings and specifications in PDF format for record purposes.
5. Cost estimating
6. Revit modeling:
  - All Electrical Level of Development 200

### **Bidding services are limited to:**

1. Issuing addenda
2. Answering bidders questions (RFI's, etc.)
3. Attendance of pre-bid meeting as requested by UTA

### **Construction Administration services are limited to:**

1. Submittal review and comment
2. Reviewing costs for changes
3. Answering contractor construction related questions (RFI's, etc.)
4. Up to 5 site visit(s) per location or construction meetings or observations as requested by Client
5. Shop drawing review
6. Minor change order or supplementary instruction preparation
7. One final observation report (excludes testing of systems)
8. Attendance of commissioning of systems upon UTA's request.
9. Record drawings
10. Review of O&M manuals

**Electrical design is limited to:**

**Power**

1. Medium Voltage Distribution raceways only and coordinated with RMP
2. Electrical Service and Distribution
3. Power to support BEB systems
4. Power Metering design
5. Design coordination for power and equipment as noted per the RFP

**Systems**

1. Fiber cabling design for communications between power cabinets and pantographs
2. Low voltage cabling design for communications between power cabinets and pantographs

**Civil Engineering is limited to:**

1. Topographical Survey with CAD background limited to only areas being disturbed per location and include:
  2. Sidewalks
  3. Roads
  4. Curb/gutter
  5. Asphalt
  6. Concrete
  7. Utility rims
  8. Mapping of utilities based on blue stakes at 1-foot intervals
  9. Easements
3. Civil Design for new work

**Structural Engineering is limited to:**

1. Structural design for pantograph foundations per location
2. Structural design for BEB cabinet vaults
4. Anchorage for BEB equipment to foundations and cabinets

**Geotechnical Engineering is limited to:**

3. One sample bore per location
4. Geotech report addressing the following:
  - a. Soil bearing capacity/strength/pressure

- b. Soil lateral earth pressure
- c. Soil resistivity
- d. Foundation recommendations
- e. Soil liquefaction

**Exclusions:**

1. Custom controls for BEB switching on/off design.
2. Structural design of pantograph
3. Medium voltage design
4. Telecom services design to the site
5. Seismic design of non-structural components including electrical equipment and bracing
6. Site lighting design
7. Commissioning and testing of electrical systems
8. Storm Water Pollution Prevention Plan
9. Retaining wall design
10. Owner requested re-design of system after completion of DD documents (60% Set)
11. Civil work past boundary line
12. Subsurface Utility Excavation



**Exhibit B****FEE FOR PROFESSIONAL SERVICES AND PAYMENT SCHEDULE****PROJECT BASIS OF FEE SUMMARY (REFER TO ATTACHMENT FOR ELECTRICAL HOURLY BREAKDOWN):**

The contract price for the basic work package plus option 1 will be for a Not to Exceed price amount of \$367,800. The contract for the basic work package plus option 2 will be for a Not to Exceed price amount of \$387,400. The contract price for the basic work package plus options 1 and 2 will be for a Not to Exceed price amount of \$546,280. Effort will be invoiced monthly for work and deliverables as noted in the Scope of Work, and approved for payment by UTA's project manager.

**DETAILED PRICING WITH DETAILED EFFORT AND HOURS**

<b>Basic Service Fee</b>	
1) Orange St. 400 S. - Electrical, Structural, Civil & Geotech	\$69,640.00
2) Kimball Junction - Electrical, Structural, Civil & Geotech	\$69,640.00
3) Tooele - Electrical, Structural, Civil & Geotech	\$69,640.00
<b>Total Basic Service Fixed Price</b>	<b>\$208,920.00</b>
4) Option 1:	
Central Point Station (2100S 200W) - Electrical, Structural, Civil & Geotech	\$89,240.00
SL Central Station (250 South 600 West) - Electrical, Structural, Civil & Geotech	\$69,640.00
<b>Subtotal Option 1</b>	<b>\$158,880.00</b>
Option 2:	
5600 W. TRAX (5651 West Old Bingham Highway) - Electrical, Structural, Civil & Geotech	\$89,240.00
300 E. 200 S. - Electrical, Structural, Civil & Geotech	\$89,240.00
<b>Subtotal Option 2</b>	<b>\$178,480.00</b>
<b>Total Basic Service Fixed Price including Option 1</b>	<b>\$367,800.00</b>
<b>Total Basic Service Fixed Price including Option 2</b>	<b>\$387,400.00</b>
<b>Total Fixed Price for Basic including Options 1 and 2</b>	<b>\$546,280.00</b>

**Additional Services:**

Additional Services shall be billed at an hourly rate as required according to the following schedule.

<b>Spectrum Hourly Rates</b>	
Senior Principal	\$250.00
Principal	\$215.00
Associate Engineer	\$200.00
Project Manager	\$160.00

Project Engineer	\$145.00
Systems Consultant	\$125.00
BIM Consultant	\$115.00
EIT	\$110.00
BIM Modeler/CAD Draftsman	\$90.00
Clerical	\$65.00

## **Exhibit C**

### **FEDERAL CLAUSES FOR ARCHITECT AND ENGINEERING SERVICE CONTRACTS**

#### **ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES**

Contractor shall comply with 49 USC 5301(d), stating federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities; and the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

#### **ACCESS TO RECORDS AND REPORTS**

Consultant will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Consultant agrees to comply with the record retention requirements in accordance with 2 CFR §200.333. Consultant shall maintain all books, records, accounts and reports required under the Contract for a period equal to the longer of: (i) three (3) years; or (ii) such longer period as may be specified in the Contract (except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case records shall be maintained until the full and final disposition of all such claims or litigation (including appeals related thereto)).

Consultant agrees to provide sufficient access to United States Department of Transportation, Federal Transit Administration (FTA) and its consultants to inspect and audit records and information related to performance of the Contract as reasonably may be required.

Consultant agrees to permit FTA and its consultants access to the sites of performance under the Contract as reasonably may be required.

#### **CHANGES TO FEDERAL REQUIREMENTS**

Consultant shall comply with all applicable regulations, policies, procedures and directives of the FTA. Applicable regulations, policies, procedures and directives include, without limitation, those listed directly or by reference in the Master Agreement between UTA and FTA, as they may be amended or promulgated from time to time during the term of the Contract. Consultant's failure to comply shall constitute a material breach of the Contract.

#### **CIVIL RIGHTS REQUIREMENTS**

In accordance with Federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue including, without limitation the following equal employment opportunity requirements:

(1) **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e et seq., and federal transit laws at 49 USC §5332, Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC §2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC §2000e note. Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(2) **Age** – In accordance with the Age Discrimination in Employment Act, 29 USC §§621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29

CFR Part 1625, the Age Discrimination Act of 1975, as amended, 42 USC §6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR Part 90, and federal transit law at 49 USC §5332, Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

(3) **Disabilities** – In accordance with Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC §794, the Americans with Disabilities Act of 1990, as amended, 42 USC §12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC §4151 et seq., and federal transit law at 49 USC §5332, Consultant agrees that it will not discriminate against individuals on the basis of disability. In addition, Consultant agrees to comply with any implementing requirements FTA may issue.

Consultant also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**CLEAN AIR** [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Consultant agrees that it will not use any violating facilities. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CLEAN WATER** [Applicable Only to Contracts valued at more than \$150,000]

Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Consultant shall report each violation to UTA and understands and agrees that UTA will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Consultant shall include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with FTA assistance.

**CONFORMANCE WITH NATIONAL ITS ARCHITECTURE** [Applicable Only to Contracts and Solicitations for Intelligent Transportation Systems]

To the extent applicable, Consultant agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

**DEBARMENT AND SUSPENSION** [Applicable Only to Contracts valued at more than \$25,000]

Consultant shall comply and facilitate compliance with U.S. DOT regulations, “Non-procurement Suspension and Debarment,” 2 CFR Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” 2 CFR Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the Contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the Contract amount. As such, Consultant shall verify that its principals, affiliates, and subconsultants are eligible to participate in this federally funded contract and are not presently declared by any federal department or agency to be: (i) debarred from participation in any federally assisted award; (ii) suspended from participation in any federally assisted award; (iii) proposed for debarment from participation in any federally assisted award; (iv) declared ineligible

to participate in any federally assisted award; (iv) voluntarily excluded from participation in any federally assisted award; and/or (v) disqualified from participation in any federally assisted award. By submitting a response to UTA's solicitation for the Contract, Consultant has certified that the foregoing items (i) through (v) are true. The certification in this clause is a material representation of fact relied upon by UTA. If it is later determined by UTA that Consultant knowingly rendered an erroneous certification, in addition to other remedies available that may be available to UTA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Consultant agrees to comply with the requirements of 2 CFR Part 180, subpart C, as supplemented by 2 CFR Part 1200, during the Contract term. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **DISADVANTAGED BUSINESS ENTERPRISES**

(1) **FTA Policy** – The Contract is subject to 49 CFR Part 26. Therefore, Consultant must satisfy the requirements for DBE participation as set forth herein. These requirements are in addition to all other equal opportunity employment requirements of the Contract. UTA shall make all determinations with regard to whether or not Consultant is in compliance with the requirements stated herein.

(2) **Nondiscrimination** – Neither Consultant nor any subcontractor shall discriminate on the basis of race, color, national origin, or sex in the performance of the Contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as UTA deems appropriate, which may include, but is not limited to: (i) withholding monthly progress payments in whole or in part; (ii) assessing any liquidated damages as may be provided in the Contract; (iii) requiring Consultant to stand-down with respect to the Work (without an increase in the Contract cost or an adjustment to the Contract schedule) until Consultant achieves compliance with respect to these requirements and/or (iv) disqualifying Consultant from future participation in UTA contracts.

(3) **DBE Goals and Good Faith Efforts** – The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The recipient's overall goal for DBE participation is race neutral. If a separate contract goal for DBE participation has been established for the Contract, it is listed in the solicitation documents that have been incorporated into the Contract. Consultant is required to document sufficient DBE participation to meet the applicable goal. If Consultant is unable to meet the applicable goal, Consultant must alternatively document adequate good faith efforts to meet the DBE Goal. The types of actions that the UTA will consider as part of the Bidder/Offeror's good faith efforts include, but are not limited to, the following: (i) Consultant's attendance at a pre-bid meeting (as applicable) scheduled by UTA to inform DBEs of subcontracting opportunities; (ii) advertisement of subcontracting opportunities in general circulation media, trade association publications, and minority-focus media; (iii) written notification to capable DBEs that their interest in the Contract is solicited; (iv) documentation of efforts to negotiate with DBEs for specific subcontracts including the names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact, a description of the information provided to DBEs regarding the work to be performed and a statement explaining why additional agreements with DBEs were not reached; (v) for each DBE Consultant contacted but rejected as unqualified, the reason for Consultant's conclusion; (vi) documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining required bonding or insurance; (vii) documentation of efforts to utilize the services of small business organizations, community and consultant groups to locate qualified DBEs; (viii) documentation of Consultant's efforts to break out Contract work items into economically feasible units in fields where there are available DBE firms to perform the work; (ix) evidence that adequate information was provided to interested DBEs about the plans,

specifications and requirements of the Contract, and that such information was communicated in a timely manner; and (x) documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(4) **Race-Neutral Procurements** – If no separate contract goal has been established, the successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

(5) **Verification of Compliance** – Consultant shall assist UTA in verifying compliance with the DBE requirements of the Contract by submitting status reports itemizing payments to all DBEs with each monthly request for payment. Upon Contract completion, Consultant shall submit a summary of payments, by subcontract, made to all subconsultants to UTA's Civil Rights Compliance Officer.

(6) **Prompt Payment of Subconsultants** – Consultant is required to pay its subcontractors performing work related to the Contract for satisfactory performance of that work no later than 30 days after Consultant's receipt of payment for that work from UTA. In addition, Consultant may not hold retainage from its subcontractors or must return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to the Contract is satisfactorily completed or must return any retainage payments to those subcontractors within 30 days after incremental acceptance of the subcontractor's work by UTA and Contractor's receipt of the partial retainage payment related to the subcontractor's work. The failure to make prompt payment to subcontractors as required above shall constitute a material breach of the Contract and shall give rise to remedies including, without limitation, the Authority's right to withhold amounts payable to the Contract and make direct payments (including interest) to subcontractors.

(7) **Termination of a DBE Subcontractor** – Contractor shall not terminate any DBE subcontractor identified in the Contract (or Consultant's response to the Contract solicitation) without UTA's prior written consent. UTA may provide such written consent only if Consultant has good cause to terminate the DBE subcontractor. Before transmitting a request to terminate, Consultant shall give notice in writing to the DBE subcontractor of its intent to terminate and the basis for the termination. Consultant shall give the DBE subcontractor five days to respond to the notice and advise of the reasons why the DBE subcontractor believes there is not good cause to terminate the subcontract. When a subcontract with the DBE subcontractor is terminated or when a DBE subcontractor fails to complete its work on the Contract for any reason, Consultant shall make good faith efforts to find another DBE subcontractor to substitute for the original DBE subcontractor and immediately notify UTA in writing of its efforts to replace the original DBE subcontractor. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the Contract as the DBE subcontractor whose subcontract was terminated, to the extent needed to meet the applicable goal.

## **ENERGY CONSERVATION**

Consultant shall comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy & Conservation Act.

## **FALSE STATEMENTS OR CLAIMS CIVIL AND CRIMINAL FRAUD**

Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the Contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the Contract or FTA assisted project for which the Contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that if it makes, or causes to be made, a



false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on Consultant to the extent the US Government deems appropriate.

Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under the Contract, the federal government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5323(I) on Consultant, to the extent the federal government deems appropriate.

Consultant shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**FLY AMERICA REQUIREMENTS** [Applicable Only to Contracts Involving Transportation of Persons or Property, by Air between the U.S. and/or Places Outside the U.S.]

Consultant shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of federal funds and their consultants are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Consultant shall include the requirements of this section in all subcontracts that may involve international air transportation.

#### **INCORPORATION OF FTA TERMS**

The Contract includes certain Standard Terms and Conditions required by the FTA, whether or not expressly stated in the Contract. All FTA-required contractual provisions, as stated in 2 CFR Part 200 or FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Consultant shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause UTA to be in violation of FTA terms and conditions.

**LOBBYING** [Applicable Only to Contracts valued at more than \$150,000]

Byrd Anti-Lobbying Amendment, 31 USC 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 USC §1601, et seq.] – Consultants who apply or bid for an award of \$150,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier up to UTA.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

UTA and Consultant acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Contract, absent the express written

consent by the federal government, the federal government is not a party to the Contract and shall not be subject to any obligations or liabilities to UTA, Consultant or any other party (whether or not a party to the Contract) pertaining to any matter resulting from the Contract. Consultant agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**PATENT RIGHTS AND RIGHTS IN DATA** [Applicable Only to Contracts Involving Experimental, Developmental or Research Work]

The Contract is funded through a federal award with FTA for experimental, developmental, or research work purposes. As such, certain patent rights and data rights apply to all subject data first produced in the performance of the Contract. Consultant shall grant UTA intellectual property access and licenses deemed necessary for the work performed under the Contract and in accordance with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of the Contract and shall, at a minimum, include the following restrictions: Except for its own internal use, Consultant may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may Consultant authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of the Contract, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

(1) The federal government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the federal government. Without the copyright owner's consent, the Federal Government may not extend its federal license to any other party.

(i) Any subject data developed under the Contract, whether or not a copyright has been obtained; and

(ii) Any rights of copyright purchased by Consultant using federal assistance in whole or in part by the FTA.

(2) Unless FTA determines otherwise, Consultant performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the federal government may direct.

(3) Unless prohibited by state law, upon request by the federal government, Consultant agrees to indemnify, save, and hold harmless the federal government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Consultant of proprietary rights, copyrights, or right of privacy, arising out of the

publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Consultant shall be required to indemnify the federal government for any such liability arising out of the wrongful act of any employee, official, or agents of the federal government.

(4) Nothing contained in this clause on rights in data shall imply a license to the federal government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the federal government under any patent.

(5) Data developed by Consultant and financed entirely without using federal assistance provided by the federal government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Consultant identifies those data in writing at the time of delivery of the Contract work.

(6) Consultant agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

### **RECYCLED PRODUCTS**

Consultant agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC §6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 CFR Part 247.

### **RESOLUTION OF DISPUTES, BREACHES AND OTHER LITIGATION**

UTA and Consultant intend to resolve all disputes under the Contract to the best of their abilities in an informal manner. To accomplish this end, the parties will attempt to resolve disputes through communications between their respective staffs, and, if resolution is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within UTA and Consultant's organization.

Unless otherwise directed by UTA, Consultant shall continue performance under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between UTA and Consultant arising out of or relating to the Contract or its breach will be decided by alternative dispute resolution if the parties mutually agree, or in a court of competent jurisdiction within the State of Utah.

Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by UTA or Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**SEISMIC SAFETY** [Applicable Only to Contracts Involving Construction of new buildings or additions to existing buildings]

Consultant agrees that any new building or addition to an existing building shall be designed and constructed in accordance with the standards required in USDOT Seismic Safety Regulations 49 CFR 41 and shall certify compliance to the extent required by the regulation. Consultant shall also ensure that all work performed

under the Contract, including work performed by subconsultants, complies with the standards required by 49 CFR 41 and the certification of compliance issued on the project.

### **Domestic Preference**

In accordance with 2 CFR 200.322 all consultants shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this clause:

- a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through application of coatings, occurred in the United States.
- b. "Manufacturing products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

This requirement must be included in all subcontracts awarded under this award.

### **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR 200.216, consultant and its subconsultants are prohibited from expending funds under this contract for the procurement of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

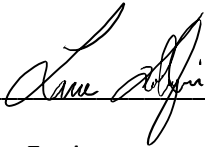
- a. "covered telecommunications equipment or services" is telecommunications or video surveillance equipment or services produced by:
  - a. Huawei Technologies Company
  - b. ZTE Corporation
  - c. Hytera Communications Corporation
  - d. Hangzhou Hikvision Digital Technology Company
  - e. Dahua Technology Company
  - f. Any subsidiary of the above listed entities.

### **TERMINATION**

Upon written notice to Consultant, UTA may, for its convenience and without cause, elect to terminate the Contract. If UTA terminates the Contract for its convenience, Consultant shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination, but excluding consequential damages (which includes, but is not limited to, lost profits and/or opportunity costs associated with the terminated portion of the work).

UTA may terminate this contract in whole or in part, for UTA's convenience or because of the failure of Consultant to fulfill the contract obligations. UTA shall terminate by delivering to Consultant a notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Consultant shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and

(ii) deliver to UTA's project manager all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing the Contract, whether completed or in process. UTA has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.

Accept Terms of Clauses  Date 12/7/2021

Company Name Spectrum Engineers

Federal I.D. No. 87-0387182



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Paul Drake, Director Real Estate & TOD

**TITLE:**

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**Contract: Real Estate Purchase - Parcel 1072 on 750 North, Willard, Utah (Terry M. Deru)**

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**AGENDA ITEM TYPE:**

Non-Procurement Agreement

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**RECOMMENDATION:**

Approve the Real Estate Purchase Contract ("REPC") with Terry M. Deru and authorize the Executive Director to execute the REPC and associated documents.

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**BACKGROUND:**

In August 2020, UTA purchased 3.77 acres of land, identified as Box Elder County Tax ID 02-043-0025, as part of a future transit corridor between Ogden and Brigham City. UTA needs to acquire an additional 50' strip along the existing rail line from the adjacent parcel identified as Tax ID 02-043-0023, which is owned by Mr. Terry M. Deru.

During negotiations, it was determined that both parties would benefit from a larger land exchange. The proposed exchange would result in UTA owning a rectangular parcel of roughly 5 acres, while Mr. Deru would benefit from increased frontage along 750 North Street in Willard, Utah. Mr. Deru has agreed to exchange 139,427 square feet of property for the equivalent value of land (83,811 square feet) and \$210,800 cash, based on an appraisal by Van Drimmelen & Associates.

UTA will dedicate a public utility easement along 750 North, and Mr. Deru will install a sewer line in that easement which UTA can utilize for future development. Mr. Deru is also dedicating roadway and utility easements through the adjacent subdivision that will benefit UTA's parcel in the future.

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**DISCUSSION:**

The exchange will preserve the corridor on the current Deru parcel and will make UTA's property more functional for a potential future station site.

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**ALTERNATIVES:**

Reject REPC and leave property as is. Such would be detrimental to the corridor preservation effort.

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**FISCAL IMPACT:**

UTA would acquire 139,427 square feet of property in exchange for 83,811 square feet of property plus the net equivalent value of \$210,800. The funding for this transaction is included in the approved capital budget.

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**ATTACHMENTS:**

- 1) Real Estate Purchase Contract

## REAL ESTATE PURCHASE CONTRACT

Project No.: MSP-140 Parcel No(s): 1071:2 and 1072  
 Job/Proj/Auth. No.: FrontRunner North Extension Pin No.: 880051  
 Project Location: Weber-Box Elder Counties  
 County of Property: Box Elder  
 Tax Id./Sidwell Nos.: 1071:2 02-043-0025 and 1072: 02-043-0023  
 Property Address: Approximately ±350 West to 500 West 750 North, Willard, Utah 84340  
 Seller(s): Terry M. Deru and the Utah Transit Authority  
 Seller's Address: Terry M. Deru: 99 Cove Lane, Layton, Utah 84040  
 Seller's Address: Utah Transit Authority: 669 W. 200 South, Salt Lake City, UT 84101

IN CONSIDERATION of the mutual promises herein, Terry M. Deru ("Deru"), an individual, and the Utah Transit Authority, a large public transit district ("UTA"), enter into this Real Estate Purchase Agreement as follows:

### 1. EXCHANGE PROPERTY.

- a. UTA Conveyance to Deru. UTA agrees to convey its property to Deru ("UTA Exchange Property") comprising approximately 1.924 acres in Box Elder County, Tax ID number 02-043-0025, identified as UTA project parcel 1071:2, more particularly described in Exhibit "A", which is attached hereto and incorporated herein, together with all structures and appurtenances.
  - b. Deru Conveyance to UTA. Deru agrees to convey his property to UTA ("Deru Exchange Property") comprising approximately 3.201 acres in Box Elder County, Tax ID number 02-043-0023, identified as UTA project parcel 1072, more particularly described in Exhibit "B", which is attached hereto and incorporated herein, together with all structures and improvements.
  - c. UTA agrees to grant a public utility easement across the Deru conveyance. Deru shall provide the legal description of the easement.
- 1.1. This is a voluntary sale to each of the parties and is not subject to condemnation. As this is a voluntary sale, the parties waive any "right of first refusal" to repurchase any surplus property not used for transportation-related purposes.

### 2. PURCHASE PRICE.

The appraised value of the Deru Exchange Property is \$528,165.00. The appraised value of the UTA Exchange Property is \$317,460.00. UTA shall grant a public utility easement, more particularly shown in exhibit "C". Deru agrees to prepare the legal description of the easement. UTA shall pay to Terry M. Deru the difference in value between the two parcels (\$528,165.00 - \$317,460.00 in the amount of **\$210,800.00** (rounded), which amount shall be paid at closing.

### 3. SETTLEMENT AND CLOSING.

- 3.1. **Settlement.** "Settlement" shall mean that the parties have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by the parties under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
- 3.2. **Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Terry M. Deru for the sale of the Exchange Property have been paid to Terry M. Deru, and (c) the

applicable Closing documents have been recorded in the office of the county recorder for parcels 1071:2 and 1072 and the Public Utility Easement ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

3.3. **Possession.** Upon signing of this Contract by the parties, Terry M. Deru grants UTA, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Deru Exchange Property. Any contracted rental of the Exchange Property prior to or after Closing, between The Parties, shall be by separate written agreement. The parties agree to deliver the Exchange Properties to each other free of any debris and personal belongings, except as outlined under separate agreement. The provisions of this Section 3.3 shall survive Closing.

3.4. **Scrivener's Errors.** The parties agree that it is their intent that the Exchange Property boundaries and easement boundaries close. In the event of any scrivener's errors in the deeds or survey, the parties shall cooperate in promptly executing a corrected instrument.

#### 4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

**Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement by the parties. Greenbelt rollback taxes owing on the Deru Exchange Property, if any, shall be the responsibility of Terry M. Deru.

##### 4.1. Fees/Costs.

4.1.1. **Escrow Fees.** UTA agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

4.1.2. **Title Insurance.** If UTA elects to purchase title insurance, UTA will pay the cost thereof.

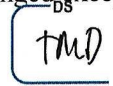
5. **TITLE TO SALE PROPERTY.** Terry M. Deru shall indemnify and hold UTA harmless from all claims, demands and actions from lien holders, lessees, or other third parties claiming an interest in the Deru Exchange Property and shall convey marketable title to UTA. UTA shall convey its interests by Quitclaim deed to Deru. The provisions of this Section 5 shall survive Closing.

6. **SELLER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** The parties represents and warrant that there are no claims and/or conditions known to the parties relating to environmental hazards, contamination or related problems affecting the Exchange Properties. The parties agree to transfer the Exchange Properties free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

7. **CONDITION OF EXCHANGE PROPERTY AND CHANGES DURING TRANSACTION.** The parties agree to deliver the Exchange Properties to each other in substantially the same general condition as it was on the date that the parties signed this Contract.

8. **AUTHORITY OF SIGNERS.** If the parties are a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind that party.

9. **COMPLETE CONTRACT.** This Contract, together with any attached addenda and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties. This Contract may be executed in counterparts.



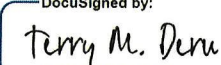
10. **ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, executed physically, shall be deemed original signatures and shall have the same legal effect as original signatures.

<sup>DS</sup>  
TMD

Seller's Initials

SELLER:

TERRY M. DERU

DocuSigned by:  
  
3642BC8F374A41E...  
Terry M. Deru

12/2/2021 | 11:14 AM PST

Date

UTAH TRANSIT AUTHORITY:

By: Spencer Burgoyne  
Manager of Property Administration

Date


By: Hal Johnson  
Project Manager

Date

By: David Hancock  
Acting Chief Service Development Officer

Date

APPROVED AS TO FORM:

DocuSigned by:  
  
56A03BC7C491482...  
Tim Merrill  
Assistant Attorney General

UTAH TRANSIT AUTHORITY:

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By: Spencer Burgoyne  
Manager of Property Administration

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Date

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By: Hal Johnson  
Project Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David Hancock  
Acting Chief Service Development Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Mary DeLoretto, Interim Executive Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

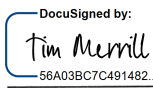
DocuSigned by:  
  
56A03BC7C491482...  
\_\_\_\_\_  
Tim Merrill  
Assistant Attorney General



EXHIBIT "A"

Parcel 1071:2 Warranty Deed

DS  
TMD

Seller's Initials

WHEN RECORDED, MAIL TO:  
 Utah Transit Authority  
 C/O Property Management  
 669 West 200 South  
 Salt Lake City, Utah 84101

WITH A COPY TO:  
 Terry M. Deru  
 9 Cove Lane  
 Bountiful, Utah 84040

## Warranty Deed

(Government)

Box Elder County

Tax ID No.	02-043-0025
UTA Project No.	MSP-140
UDOT PIN No.	880051
Parcel No.	WLD-1071:2


Utah Transit Authority, a large public transit district organized pursuant to the laws of the State of Utah, Grantor, located at 669 West 200 South, Salt Lake City, Utah 84101, hereby CONVEYS AND WARRANTS to Terry M. Deru, Grantee, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Box Elder County, State of Utah, to-wit:

A parcel of land in fee for corridor preservation known as Project No. MSP-140, being part of an entire tract of land, situate in the Lot 1 of Section 22, and the SE1/4 SE1/4 of Section 15, T.8N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the southerly boundary line of said entire tract and the existing northerly right of way line of 750 North Street, which point is 3,913.94 feet N.89°13'40"W. and 75.34 feet S.04°46'38"E. from the North Quarter Corner of Section 23, T.8N., R.2W., S.L.B. & M.; and running thence N.04°46'38"W. 201.01 feet along a line parallel with and 328.11 feet perpendicularly distant easterly from the Frontrunner North Extension Control Line to the northerly boundary line of said entire tract; thence along said northerly boundary line the following two (2) courses: (1) S.81°25'25"E. 188.79 feet (S.81°22'00"E. by record); (2) S.78°29'55"E. 741.51 feet (S.78°26'30"E. 741.52 feet by record) to said northerly right of way line; thence along said northerly right of way line the following three (3) courses: (1) N.87°54'17"W. 77.29 feet (77.28 feet by record) to the beginning of a 5,779.58 foot radius curve to the left; (2) westerly along the arc of said curve 709.05 feet through a delta of 07°01'45" (Note: chord to said curve bears S.88°34'51"W. for a distance of 708.61 feet); (3) S.85°03'58"W. 111.35 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Transit Authority. The above described parcel of land contains 83,811 square feet in area or 1.924 acres, more or less.

(Note: The basis of bearing for the above description is N.89°13'40"W. between the Northeast Corner and the North Quarter Corner of said Section 23, T.8N., R.2W., S.L.B. & M.)

Continued on Page 2  
 UDOT RW-05CO (11-01-03)

DS  


Seller's Initials

Page 2

UTA Project No. MSP-140  
 UDOT PIN No. 880051  
 Parcel No. WLD-1071:2

(Note: Rotate all bearings in the above description 00°11'12" counter-clockwise to obtain project bearings.)

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be duly executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**GRANTOR:**

UTAH TRANSIT AUTHORITY,  
 a large public transit district organized pursuant to  
 the laws of the State of Utah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.  
 )  
 COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_ of the UTAH TRANSIT AUTHORITY, a large public transit district organized pursuant to the laws of the State of Utah, whom, being by me duly sworn, to be the persons whose names are subscribed to the within instrument, and acknowledged to me said instrument was signed by them in their authorized capacities in behalf of said UTAH TRANSIT AUTHORITY.

**WITNESS** my hand and official stamp the date in this certificate first above written:

\_\_\_\_\_  
 Notary Public

Prepared by: (TJD) Meridian Engineering, Inc.

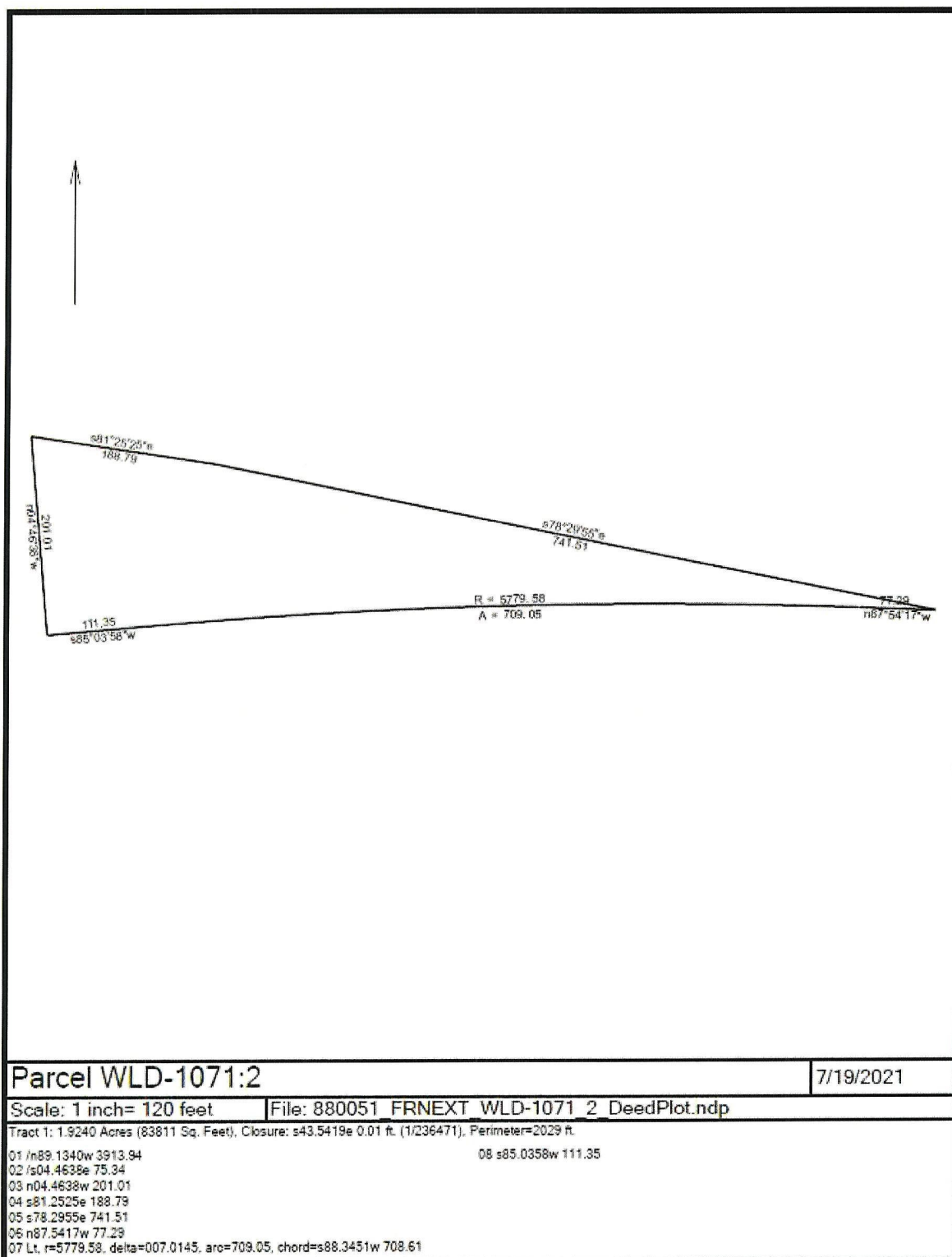
- 11/29/2021

UDOT RW-05CO (11-01-03)

Page 7

DS  


Seller's Initials



**EXHIBIT “B”**  
**Parcel 1072 Warranty Deed**

WHEN RECORDED, MAIL TO:  
Utah Transit Authority  
C/O Property Management  
669 West 200 South  
Salt Lake City, Utah 84101

WITH A COPY TO:  
Terry M. Deru  
9 Cove Lane  
Bountiful, Utah 84040

## Warranty Deed

(Individual)

Box Elder County

Tax ID No.	02-043-0023
UTA Project No.	MSP-140
UDOT PIN No.	880051
Parcel No.	WLD-1072

Terry M. Deru, Grantor(s), of Bountiful, County of Davis, State of Utah, hereby CONVEYS AND WARRANTS to the Utah Transit Authority, a large public transit district organized and existing pursuant to Utah law, Grantee, at 669 West 200 South, Salt Lake City, Utah 84101, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Box Elder County, State of Utah, to-wit:

A parcel of land in fee for corridor preservation known as Project No. MSP-140, being part of an entire tract of land, situate in Lot 4 and the SE1/4 SE1/4 of Section 15, T.8N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the easterly right of way line of the Union Pacific Railroad and the northerly boundary line of said entire tract, which intersection is 2,686.15 feet N.89°13'40"W. and 389.34 feet N.00°58'58"E. and 1,620.10 feet N.82°03'17"W. from the South Quarter Corner of Section 14 T.8N., R.2W., S.L.B. & M.; and running thence S.82°03'17"E. 333.55 feet along said northerly boundary line to the beginning of a 8,171.89 foot radius non-tangent curve to the left, said curve is also concentric with and 328.11 feet radially distant easterly from the Frontrunner North Extension Control Line (Note: center bears N.87°26'43"E.); thence southerly along the arc of said curve 316.97 feet through a delta of 02°13'21" (Note: chord to said curve bears S.03°39'58"E. for a distance of 316.95 feet) to a line parallel with and 328.11 feet perpendicularly distant easterly from said control line; thence S.04°46'38"E. 109.42 feet along said parallel line to the southerly boundary line of said entire tract; thence N.81°25'25"W. 337.33 feet along said southerly boundary line to said easterly right of way line; thence along said easterly right of way line the following three (3) courses: (1) N.04°46'38"W. 100.75 feet to the beginning of a 5,679.65 foot radius curve to the right; (2) northerly along the arc of said curve 289.81 feet through a delta of 02°55'25" (Note: chord to said curve bears N.03°18'56"W. for a distance of 289.78 feet); (3) N.01°51'13"W. 31.47 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Transit

Continued on Page 2  
INDIVIDUAL RW-01 (11-01-03)

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TMD

Seller's Initials



UTA Project No. MSP-140  
UDOT PIN No. 880051  
Parcel No. WLD-1072

(Note: Rotate all bearings in the above description 00°11'12" counter-clockwise to obtain project bearings.)

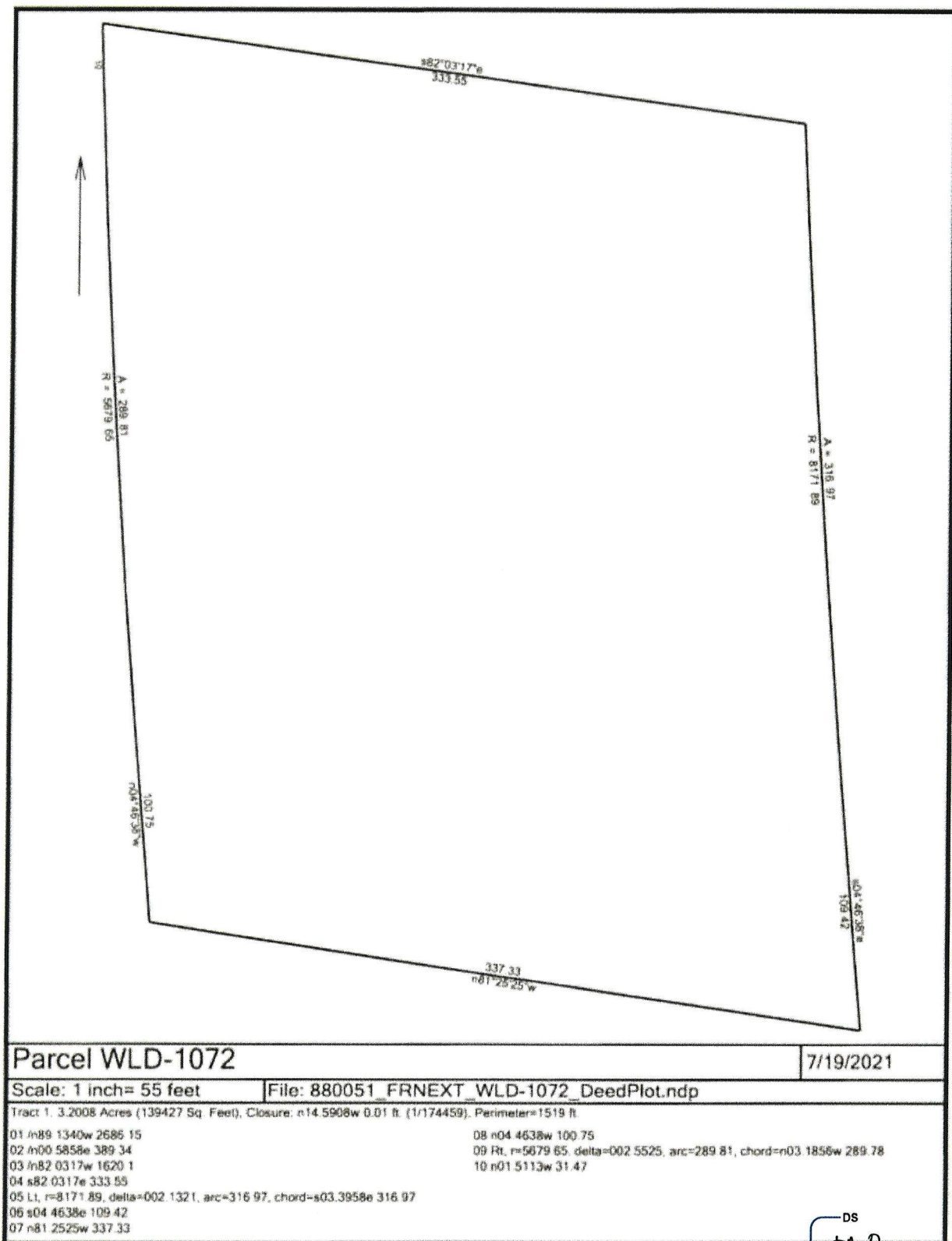
Terry M. Deru

Notary Public

INDIVIDUAL RW-01 (11-01-03)

DS  
[TMD]

322



DS

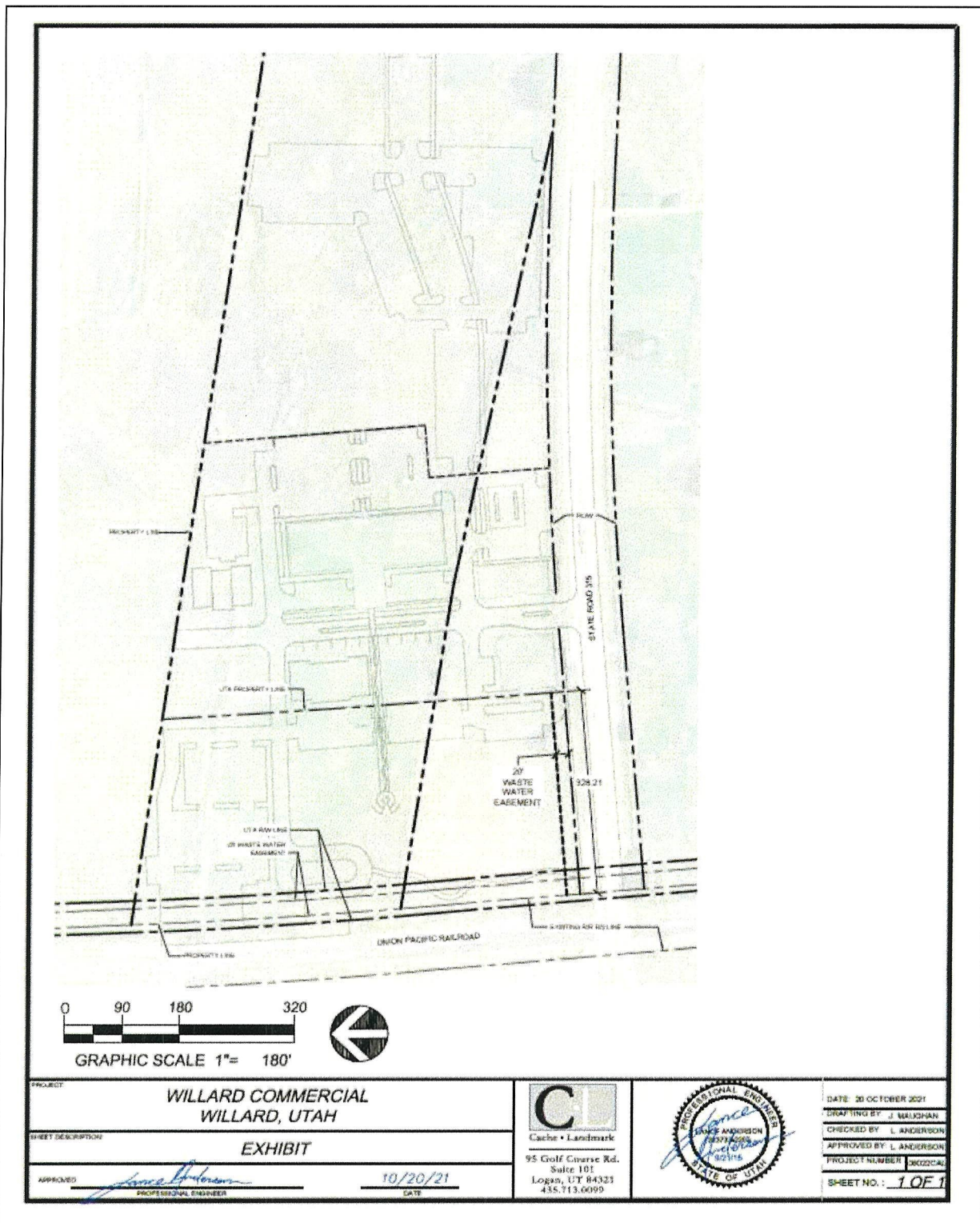
Seller's Initials

# EXHIBIT C

## Map and Legal Description Depicting Public Utility Easement

DS  
TMD

Seller's Initials



## PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION

A PART OF SOUTHEAST QUARTER SECTION 15 AND A PART OF NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 2 WEST LOCATED IN THE COUNTY OF BOX ELDER, STATE OF UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF PARCEL 02-043-0025 AS RECORDED IN ENTRY # 416548; SAID POINT BEING S 89°17'49" W 4234.86 FEET OF SOUTH ¼ CORNER OF SAID SECTION 14 AND SAID POINT BEING THE INTERSECTION OF STATE HIGHWAY (SR 315) AND O.S.L. RAILROAD RIGHT-OF-WAY AND THE POINT OF BEGINNING;

THENCE N 85°05'10" E 330.29 FEET ALONG THE NORTH LINE OF SAID SR 315 RIGHT-OF-WAY; THENCE N 5°02'14" W 20.00 FEET; THENCE S 85°05'10" W 330.19 FEET TO THE WEST LINE OF SAID PARCEL AND O.S.L. RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE N 4°45' 12" W 20.00 FEET TO THE POINT OF BEGINNING.





# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Todd Provost, Director of Capital Development  
Patti Garver, Manager of Environmental and Grant Services

**TITLE:**

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**Grant Agreement: COVID-19 Local Assistance Matching Grant Program for the 300 North Salt Lake City Pedestrian Bridge (State of Utah Governor's Office of Planning and Budget)**

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**AGENDA ITEM TYPE:**

Grant Agreement

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**RECOMMENDATION:**

Approve COVID-19 Local Assistance Matching Grant award for the 300 North Salt Lake City Pedestrian Bridge and authorize the Executive Director to execute the agreement with the State of Utah GOPB in the amount of \$1,500,000

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**BACKGROUND:**

Utah HB 1004, appropriated \$50 million of American Rescue Plan Act (ARPA) money to the GOPB to create a statewide grant program for local governments to complete local and regional ARPA-eligible projects. UTA has been selected to receive funding under this program. The agreement with GOPB allows UTA to receive funding assistance once all the requirements detailed in the agreement have been met.

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**DISCUSSION:**

The design for the 300 North Pedestrian Bridge in Salt Lake City is complete. The bridge construction is part of the first-last mile TIGER program. Based on the 100% design, the cost to build the bridge was estimated by Granite Construction and verified by an Independent Cost Estimator. It was determined that the current budgeted amount is approx. \$1.5 million short of what is needed for full construction. The largest cause of this increase is due to the shortage of contracted labor available in Utah and the Western States as well as the exponential rise of several construction materials - namely steel, concrete, polyvinyl chloride (PVC), and wood. These rises in labor and material costs are a direct outcome of the global COVID-19 pandemic.

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The State, through this agreement, will pay UTA \$1,500,000 toward the cost of the pedestrian bridge construction, as authorized under the agreement.

Funding Agency Name: State of Utah, Governor's Office of Planning and Budget

Agreement Number: To Be Assigned

Agreement Value: \$1,500,000.00

Base Agreement Effective Date: Upon signature of both parties

Agreement Termination Date: December 31, 2026

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**ALTERNATIVES:**

If this agreement is not completed, UTA will not receive the ARPA Local Match funds from the State GOPB to meet the funding gap for the 300 North Salt Lake City pedestrian bridge, and other funds would need to be identified to cover the funding gap.

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**FISCAL IMPACT:**

The award amount will be \$1,500,000. Match includes

- TIGER: \$1,634,797
  - Salt Lake City: \$1,069,250
  - WFRC STP funds: \$2,900,000
  - UDOT Fed Section 130 funds: \$500,000
  - UPRR funds: \$500,000
  - Additional local match required to be covered by SLC and UTA: \$411,609
- 

**ATTACHMENTS:**

Grant Agreement



**STATE OF UTAH GRANT AGREEMENT  
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM  
GOVERNOR'S OFFICE OF PLANNING AND BUDGET**

Salt Lake City Pedestrian Bridge  
State Fiscal Year 2022

- 1. GRANT AGREEMENT PARTIES:** This COVID-19 Local Assistance Matching Grant Program Grant Agreement (this "Agreement") is between the State of Utah, Governor's Office of Planning and Budget, referred to as the State, and the following local government Grantee:

Grantee Name: Utah Transit Authority  
Grantee Address: 669 W 200 S  
Salt Lake City, UT  
84101

Federal Tax ID: 870284459  
Legal Status of Grantee: Local Government  
DUNS #: 069816163

Contact Person: Alma Haskell  
Phone #: 801-741-8813  
Email: ahaskell@rideuta.com

**2. METHOD OF DISTRIBUTION:**

Upon completion of this Agreement, the Grantee shall submit invoices requesting payments per section 3 of Attachment C – TERMS AND CONDITIONS.

**3. GENERAL PURPOSE OF AGREEMENT:**

The general purpose of this Agreement is to provide American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds (CFDA #: 21.0217) (FAIN: SLFRP3929) to Grantee, as directed by the Utah State Legislature in Utah Code Annotated § 63J-4-801, et seq., to be used, in conjunction with Grantee's matching funds, for the following project: Salt Lake City Pedestrian Bridge.

**4. AGREEMENT PERIOD:**

Effective Date:  
Termination Date: December 31, 2026, with no option for renewal or extension.  
Incurred Costs Period: As set forth in the U.S. Department of the Treasury's implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

Unless either party terminates this Agreement in accordance with the terms and conditions herein, this Agreement will remain in effect for the entire term.

- 5. AGREEMENT AMOUNT:** The State shall pay to the Grantee no more than a maximum of \$1,500,000.00 for costs authorized under this Agreement. All expenditures and activities must comply with all attachments herein and must occur before this Agreement terminates. Funding must not be used for purposes contrary to federal, state, or local laws.

**6. ATTACHMENTS INCLUDED AND MADE PART OF THIS AGREEMENT:**

Attachment A – SCOPE OF WORK

Attachment B – REPORTING REQUIREMENTS  
Attachment C – TERMS AND CONDITIONS  
Attachment D – FFATA CERTIFICATION

Any conflicts between Attachment C and any other Attachment will be resolved in favor of Attachment C.

**7. AGREEMENT INFORMATION:**

**Grantor:** Governor's Office of Planning and Budget  
**Address:** 350 N. State Street, Suite 140, Salt Lake City, UT 84114  
**Contact Name:** Taylor Kauffman  
**Contact Title:** Federal Assistance Management Officer  
**Contact Phone:** (801) 538-1543  
**Contact Email:** [tkauffman@utah.gov](mailto:tkauffman@utah.gov)

**8. AGREEMENT EXECUTION:**

Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on the parties and enforceable in accordance with its terms. This Agreement is not fully executed until all parties have signed this Agreement.

**BY SIGNING THIS AGREEMENT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

THE STATE OF UTAH

Utah Transit Authority

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Name: Sophia DiCaro

Title: Executive Director

Date:

Governor's Office of Planning and Budget

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Name: Mary DeLoretto

Title: Interim Executive Director

Date:

**ATTACHMENT A:  
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM  
SCOPE OF WORK**

**Project Statement:**

This project will construct a pedestrian bridge spanning five sets of railroad tracks at 300 North and approximately 500 West to provide safe crossing opportunities for pedestrians and bicyclists. The project has an estimated end date of December 2022.

**Project Deliverables / Performance Measures:**

First success measures will be tracking how the project meets construction schedule milestones and completion dates. After completion of the bridge, usage statistics will be collected to measure the impact it is having on active transportation in the area.

**Project Budget** (identify all funding sources and total project costs):

Design: \$562,590  
Program Oversight: \$498,286  
Granite Phase 1: \$76,718  
UPRR Agreements: \$150,000  
Flagging: \$46,800  
Construction: \$6,528,420  
Contingency: \$652,842  
Total Cost: \$8,515,656

**Project Match Requirement:** \$7,015,656.00

☐ Grantee acknowledges that this project is subject to the STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT

**ATTACHMENT B:  
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM  
REPORTING REQUIREMENTS**

- 1. PUBLIC FUNDS:** Grantee shall comply with applicable state statutes on reporting and expenditure of public funds. Specifically, UCA 63J-1-220(2)(b) requires the recipient entity to provide the state agency with annual reports and a final report. Grantee understands and acknowledges that the State is required to report to the United States Treasury regarding the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund funds. Grantee will provide the information and reports required by this agreement and any additional information or reporting that may be required by the State.
- 2. SEMIANNUAL REPORT:** Grantee shall submit a report to the State, as directed by GOPB, semiannually on January 31 and July 31 of every year until the project is complete. The report shall provide information regarding the subject project's obligations, expenditures, contracts, grants, sub-awards, and specifics of how the expenditures were for eligible uses. The report also must respond to each of the items below in the order specified:
  - a. The actual amount spent on the project and the time frame this amount was spent;
  - b. A breakdown of how funds were spent, by funding source;
  - c. The projected spending by fiscal year-end (June 30 of each year);
  - d. The amount of remaining unspent Local Assistance Monies;
  - e. An assessment of implementation which includes: (i) what month and year the project is expected to be fully implemented, (ii) whether the project encountered any factors that caused a delay in implementation and explanation of these factors, and (iii) whether the project encountered any factors that caused a change in scope and an explanation of these factors;
  - f. An assessment of accuracy which includes: (i) how much of the Local Assistance Monies were spent as of the last reporting period, (ii) how much of the Grantee's matching funds were spent as of the last reporting period, and (iii) how much of the awarded Local Assistance monies is expected to be spent by fiscal year-end (June 30 of each year); and
  - g. An assessment of performance which includes: (i) how the success of the project is being measured, and (ii) how successful the project has been according to those metrics.
- 3. FINAL PAYMENT REQUEST:** Grantee acknowledges Grantee's responsibility to submit reports, respond to legislative or governor inquiries, and comply with other reporting rules to receive Final Payment. To request the remaining 5% of the granted Local Assistance Monies, the Grantee shall submit a Final Payment Request no sooner than 90 days before the estimated project completion date, which will include the following information:
  - a. Summary and documentation of actual project expenditures to date, including the source of the funds spent; and,
  - b. The anticipated date that the project will be completed.
- 4. FINAL REPORT:** The Final Report consists of one final quarterly Report submitted after the project has been completed and closed out. Grantee must provide this Final Report within three months after completing the project.
- 5. REPORTING CERTIFICATION:** By signing and entering into this Agreement with the State, the Grantee certifies that the Grantee shall provide an itemized report semiannually, a final payment request, and a final report when the project is completed.

**ATTACHMENT C:  
COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM  
TERMS AND CONDITIONS**

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a. **“Agreement”** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
  - b. **“ARPA”** means the American Rescue Plan Act of 2021
  - c. **“Grantee”** means the local government entity which is the recipient of Local Assistance SFRF monies from the State. The term “Grantee” includes Grantee’s agents, officers, employees, and partners.
  - d. **“Local Assistance Monies”** means funds distributed through the COVID-19 Local Assistance Matching Grant Program (Utah Code Annotated § 63J-4-801, et seq.) from the State’s ARPA-Coronavirus State Fiscal Recovery Fund funds.
  - e. **“Matching amount”** means the difference between the total project cost and the Local Assistance Monies provided under this Agreement. This matching amount can include the Grantee’s own funds and funds from other sources dedicated to the completion of the project. Matching amount does not include Local Assistance Monies provided under this agreement.
  - f. **“Non-Public Information”** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (“GRAMA”) or as non-public under other applicable State and federal laws. Non-Public Information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
  - g. **“Project”** means the project identified in ATTACHMENT A: SCOPE OF WORK
  - h. **“State”** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified in this Agreement.
  - i. **“SubGrantees”** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to: Grantee’s agents; consultants; employees; authorized resellers; or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Agreement, such as Grantee’s manufacturers, distributors, and suppliers. SubGrantees also include other collaborating entities that will assist in the execution of the project.
2. **MATCH REQUIREMENT:** Grantee agrees to spend the matching amount concurrently with the Local Assistance Monies in that same proportion that the matching amount bears to the overall cost of the project.
3. **PAYMENT:** Unless otherwise stated in this Agreement, the State agrees to pay Grantee in two (2) installments.
  - a. Grantee will receive up to 95% of the maximum amount to be paid under this Agreement immediately after approval of the signed Agreement.
  - b. Grantee will receive the remaining percentage of the maximum amount to be paid under this amount upon submission of a Final Payment Request as outlined in ATTACHMENT B: REPORTING REQUIREMENTS.
  - c. The acceptance by Grantee of final Local Assistance Monies payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. The State may withhold, adjust payment



amount, or require repayment of any Local Assistance Monies under this Agreement that is: (i) provided in reliance on an inaccurate or incomplete representation, (ii) unsupported by sufficient invoices or other documentation, (iii) not used by Grantee for the project identified, (iv) used for any purpose in violation of the terms of this Agreement or in violation of the law, or (v) paid in excess of what is actually owed.

#### **4. PERMISSIBLE USE OF FUNDING:**

- a. Funds awarded as part of this Agreement can only be used for expenditures directly related to completing the project as described in ATTACHMENT A: SCOPE OF WORK. Any changes to the approved project must be submitted in writing and approval must be obtained prior to using funding outside of the originally approved project parameters. Funding obtained through this Agreement cannot be used to reimburse expenditures incurred prior to the Period of Performance.
- b. Due to the Local Assistance Monies being federal funds from the ARPA, it is the responsibility of the Grantee to adhere to all use of funding requirements as outlined in the applicable laws, including but not limited to American Rescue Plan Act of 2021, Public Law 117–2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury’s Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq.
- c. Funds provided through this agreement are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The CFDA number assigned to the CRF is 21.027, pending completion of registration by the federal government.
- d. Grantee acknowledges and agrees that that the State is subject to reporting requirements regarding the use of the Local Assistance Monies and that the State may be subject to recoupment by/to the United States Treasury for amounts that are not expended for eligible uses. Any use of awarded funding by Grantee that is contrary to the agreed upon project parameters or federal regulations will be subject to project cancellation and recoupment of awarded funds. See section 5 for additional information regarding recoupment of funds
- e. Grantee may not loan, grant, or collateralize the Local Assistance Monies.

#### **5. RECOUPMENT OF FUNDS**

If state or federal audit findings determine that any funds expended by the Grantee violate the terms of this Agreement, the Grantee shall provide funds to the state sufficient to meet such repayment request(s). The Grantee assumes responsibility for ensuring compliance of all subgrantees. The Grantee is to be held responsible for the repayment of funds expended by any subgrantees which violates the terms of this Agreement. If the Grantee is unwilling or unable to repay the funds, the repayment request amount will become a past due obligation of the Grantee to the State and may be collected as such.

#### **6. PERIOD OF PERFORMANCE**

The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in the U.S. Department of the Treasury’s implementing regulations, Grantee may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

#### **7. PERFORMANCE MEASURES**

The Grantee agrees to establish and maintain performance measures for the project and to report on them in compliance with ATTACHMENT C: SCOPE OF WORK.

**8. REPORTING ON THE USE OF FUNDS**

The Grantee agrees to the reporting requirements as explained in ATTACHMENT B: REPORTING REQUIREMENTS

**9. GRANTEE MONITORING**

The Grantee agrees to comply with monitoring by the State of all programmatic and financial activity in relation to the approved project. Post-award monitoring may be conducted to determine the Grantee's progress towards implementing the planned award activities, review compliance with relevant laws and regulations, and provide technical assistance as needed. The Grantee assumes responsibility for ensuring the relevant copies of all reports and correspondence are maintained and are accurate and complete. If Grantee awards funds to subGrantees, they assume responsibility for all monitoring and compliance of all programmatic and financial activity of said subGrantee.

**10. LAWS AND REGULATIONS:**

- a. During the term of this Agreement, Grantee will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements and including but not limited to American Rescue Plan Act of 2021 , Public Law 117-2, codified at 42 U.S.C. 802 et seq., Section 603 of the Social Security Act, 31 CFR Part 35, and the U.S. Department of the Treasury's Interim Final Rule and any final rule(s) regarding Coronavirus State and Local Fiscal Recovery Funds, and Utah Code Annotated § 63J-4-801, et seq .
- b. Grantee understands and agrees to comply with applicable provisions of Utah Code § 51-2a-102, 51-2a-201, and 51-2a-301. Before receiving any Local Assistance Monies, Grantee shall provide all documentation required by the sections of the Utah Code referenced in this section. Grantee acknowledges that the State is bound by the provisions referenced in this section, and may withhold or demand return of Local Assistance Monies if the Grantee fails to comply with any provisions of these sections of the Utah Code, as amended. Grantee shall provide to the State, in a form and manner prescribed by the State, an itemized report at least semiannually detailing the expenditure of Local Assistance Monies.

**11. RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for: (i) payments made by the State to Grantee under this Agreement, (ii) Grantee's performance of this Agreement terms and milestones, and (iii) outcomes reported to the State by Grantee. Grantee shall retain these records for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee shall allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Local Assistance Monies received by Grantee as a result of this Agreement and to verify that Grantee's use of the Local Assistance Monies is appropriate and has been properly reported.

**12. CONFLICT OF INTEREST:** Grantee represents that no material conflict of interest exists in relation to its receipt of Local Assistance Monies under this Agreement and that none of Grantee's officers or employees are officers or employees of the State of Utah, unless full and complete disclosure has been made to the State.

**13. INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

**14. EMPLOYMENT PRACTICES:** Grantee shall abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination

against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee shall further abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

15. **AMENDMENTS:** The parties may amend this Agreement only by mutual written agreement, which amendment will be attached to this Agreement. Automatic renewals will not apply to this Agreement even if listed elsewhere in this Agreement.
16. **TERMINATION:** Unless otherwise stated in this Agreement, either party may terminate this Agreement with or without cause and upon written notice to the other party, at any time prior to the date on which the State disburses any of the Local Assistance Monies to Grantee. Under this section, "cause" means, without limitation, any material violation of the terms of the program or this Agreement. This agreement may only be terminated after the State disburses any of the Local Assistance Monies to Grantee if the Grantee returns all of the Local Assistance Monies that have been disbursed.
17. **NOTICE OF CHANGE OR REORGANIZATION:** If a change or reorganization occurs which affects Grantee's ability to perform under this Agreement, Grantee shall immediately notify the State. Changes or organizations that require notification to the State include, but are not limited to the following:
  - a. Material change in the amount of type of facilities, assistance, or staff Grantee provides to facilitate this Agreement; or
  - b. Any other change or reorganization that Grantee reasonably expects would be of interest or value to the State in the administration of this Agreement.
18. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, the State may terminate this Agreement, in whole or in part, if the State determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Agreement; or (ii) a change in available funds affects the State's ability to pay under this Agreement. A change of available funds as used in this section, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
19. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain, during the term of this Agreement, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
20. **REVIEWS:** The State may perform reviews, and/or comment upon Grantee's use of the Local Assistance Monies. Such reviews will not waive the requirement of Grantee to meet all the terms and conditions of this Agreement.
21. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subAgreement or sublet rights, or delegate any right or obligation under this Agreement, in whole or in part, without the prior written approval of the State. Grantee may not loan, grant, or collateralize the Local Assistance Monies.
22. **PUBLIC INFORMATION:** This Agreement and invoices will be public records in accordance with GRAMA. Grantee gives the State express permission to make copies of this Agreement, related documents, and invoices, available in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all

of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not required to inform Grantee of any GRAMA requests for disclosure of this Agreement, related documents, or invoices.

- 23. NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Agreement; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Agreement and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality will be ongoing and survive the termination or expiration of this Agreement.
- 24. INDEMNITIES:**
- a. For Governmental Entity Grantees:** Both parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code § 63G-7-101 et. seq.). Nothing in this Agreement will be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Utah Governmental Immunity Act. Nor shall this Agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Agreement is otherwise entitled. Subject to and consistent with the Utah Governmental Immunity Act, each party is responsible for its own actions or negligence and will defend against any claim or lawsuit brought against it. There are no indemnity obligations between these parties, except for indemnification for infringement and indemnification for breach of duty of confidentiality as specified in this section.
  - b. Indemnification for Infringement:** Grantee indemnifies and holds the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. If there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
  - c. Indemnification for Breach of Duty of Confidentiality:** As permitted by law, Grantee indemnifies, holds harmless, and will defend the State, including anyone for whom the State is liable, from claims related to a breach of the duty of confidentiality, as described in section 18, including any notification requirements, by Grantee or anyone for whom Grantee is liable.
- 25. OWNERSHIP IN INTELLECTUAL PROPERTY:** Each party recognizes that it has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other party, unless otherwise agreed upon by both parties in writing.
- 26. PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Agreement. The State may, at its sole discretion, provide approval, which must be in writing. If the State provides approval for advertising or publicity, Grantee shall give recognition and credit to the State of Utah in Advertising or public notice, at least in the form of a public acknowledgement of the receipt of Local Assistance Monies.
- 27. WAIVER:** A waiver of any right, power, or privilege will not be construed as a waiver of any subsequent right, power, or privilege.

- 28. ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Agreement, the order of precedence shall be: (i) this Attachment C; (ii) STATE OF UTAH COVID-19 LOCAL ASSISTANCE MATCHING GRANT PROGRAM GRANT AGREEMENT with signature(s); (iii) Attachment B regarding reporting; (iv) the State's additional terms and conditions, if any; (v) any other document listed or referenced in Agreement; and then (vi) Grantee's terms and conditions that are attached to this Agreement, if any. Any provision attempting to limit the liability of Grantee or the rights of the State must be in writing and attached to this Agreement, or the provision will be void.
- 29. GOVERNING LAW AND VENUE:** This Agreement is governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Agreement will be brought in a court of competent jurisdiction in the State of Utah. Venue will be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 30. SURVIVAL OF TERMS:** Termination or expiration of this Agreement will not extinguish or prejudice the State's right to enforce this Agreement with respect to any default or defect in the Services that has not been cured.
- 31. SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Agreement will not affect the validity or enforceability of any other provision, term, or condition of this Agreement, which will remain in full force and effect.
- 32. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 5 November 2021)

**ATTACHMENT D:  
FFATA CERTIFICATION**

(Not required for State Agencies and Compnet Units)

Organization Name (Grantee): Utah Transit Authority

DUNS Number: 069816163

Federal Funding Accountability and Transparency Act of 2006 requires that the Grantee report the names and total compensation of the Grantee's five most highly compensated executives, if the following requirements are met.

In the Grantee's preceding completed fiscal year, did the Grantee receive:

1. 80 percent or more of the Grantee's annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO: Skip to Attestation below

☐ YES: Continue, complete Executive Compensation and Attestation below

**Executive Compensation**

	Name	Title	Total Compensation Level
1			
2			
3			
4			
5			

\*Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards 2 CFR 200 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.



6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### **Attestation**

By signing, you attest that the Grantee information and certification provided above is true and correct. Knowingly providing false or misleading information may result in criminal or civil penalties as per Title 18, Section 1001 of the US Criminal Code.

Signature of Chief Executive Officer or Designee: \_\_\_\_\_

Name: Mary DeLoretto

Title: Interim Executive Director

Date:

### ***Equal Opportunity Employer/Program***

Auxiliary aids and services are available upon request to individuals with disabilities by calling 801-526-9240. Individuals who are deaf, hard of hearing, or have speech impairments may call Relay Utah by dialing 711. Spanish Relay Utah: 1-888-346-3162.



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Todd Mills, Director of Supply Chain  
**PRESENTER(S):** Todd Mills, Director of Supply Chain

**TITLE:**

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**Pre-Procurements**

- **Fuel Price Risk Management**
- **Customer Relations Management Software**

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**AGENDA ITEM TYPE:**

Pre-Procurement

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**RECOMMENDATION:**

Informational report for discussion

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**BACKGROUND:**

Utah's Public Transit District Act requires all contracts valued at \$200,000 or greater be approved by the UTA Board of Trustees. This informational report on upcoming procurements allows Trustees to be informed and provide input on upcoming procurement projects. Following the bid solicitation and contract negotiation process, final contracts for these projects will come before the board for approval.

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**DISCUSSION:**

- **Fuel Price Risk Management.** This is a procurement to contract with a firm to provide fuel price risk management advisory services to the Agency for a period of (5) five years. Currently, UTA utilizes about 3 million gallons of diesel fuel annually to operate its buses and commuter rail. UTA has established a Fuel Energy Forward Pricing Strategy (FEFPS) as a budget risk reduction tool utilizing futures contracts to reduce budget risk and manage the diesel fuel cost. The successful proposer will perform on-going analysis of the heating oil (ultra-low Sulphur diesel) futures market, to assist UTA in determining its proper futures market position in light of UTA's present and anticipated future fuel requirements and current heating oil market

conditions including measures of price, risk, and expectations. The successful proposer will trade futures contracts under the guidance of UTA. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 10222, Troy Bingham)

- ***Customer Relations Management Software.*** This is a procurement for a new Customer Relations Management Software. Currently UTA uses a web-based transit business analytics and data management system software application to support the Customer Service Department in managing the day-to-day interactions with customers. The current Customer Relationship Management (CRM) tool (TransTrack) license is being extended through 2022, during which time this procurement will take place and a new contract will be established. This procurement will be conducted as an RFP, where technical criteria will be evaluated and scored in addition to price. (Req. 10030, GJ LaBonty)
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**ATTACHMENTS:**

None



# Utah Transit Authority

## MEETING MEMO

669 West 200 South  
Salt Lake City, UT 84101

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**Board of Trustees**

**Date:** 1/12/2022

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**TO:** Board of Trustees  
**THROUGH:** Mary DeLoretto, Interim Executive Director  
**FROM:** Mary DeLoretto, Interim Executive Director  
**PRESENTER(S):** Carlton Christensen, Chair of the Board of Trustees

**TITLE:**

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**Strategy Session to Discuss Pending or Reasonably Imminent Litigation**

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**AGENDA ITEM TYPE:**

Closed Session

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**RECOMMENDATION:**

Approve moving to closed session for discussion of pending or reasonably imminent litigation.

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**BACKGROUND:**

Utah Open and Public Meetings Act allows for the Board of Trustees to meet in a session closed to the public for various specific purposes.

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**DISCUSSION:**

The purpose for this closed session is:

- Strategy session to discuss pending or reasonably imminent litigation